



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, July 21, 2014, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Communications from Council Liaisons: Ketchum Community Development Corporation: Councilor Jim Slanetz and Council President Michael David; Blaine County Housing Authority: Councilor Jim Slanetz; Mountain Rides: Council President Michael David.
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
 - b. Visit Sun Valley Quarterly Update – Arlene Schieven, Visit Sun Valley President and CMO.
4. COMMUNICATIONS FROM STAFF.
 - a. Vue Townhomes Subdivision Final Plat – Thomas Monge and Elmar Grabher, 105 Pinewood Lane (Lot 19, Parkwood Subdivision – Joyce Allgaier, Director of Planning and Building.
 - b. Ketchum Natural Resource, Water and Energy Conservation Implementation Scope of Work – Susan Buxton, City Attorney.
5. AGREEMENTS AND CONTRACTS.
 - a. Lease Agreement with Sun Valley Company for use of the River Run Upper Parking Lot during Wagon Days – Katie Carnduff, Administrative Clerk.
6. ORDINANCES AND RESOLUTIONS.
 - a. 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 – Joyce Allgaier, Director of Planning and Building.
7. 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.
8. ADJOURNMENT.

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

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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

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

Please note that all people may speak at public hearings.

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

Public comments may also be sent via email to 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 16, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

July 21, 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) Visit Sun Valley Quarterly Update – Arlene Schieven, Visit Sun Valley President and CMO.

Arlene Schieven, Visit Sun Valley President and CMO will present the Quarterly Update to the Mayor and Council. Arlene has provided information in the packet for Council review.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

This is a legislative matter.

4. COMMUNICATIONS FROM STAFF.

- a) 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 an application for the subdivision of Lot 19 of Parkwood Subdivision into two (2) lots – 19A and 19B. Following this subdivision of the parent parcel, the applicants will finalize their project with a subdivision to create four (4) townhouse sublots. The final project is for a four (4) unit townhouse project of four (4) detached residential units. The subdivision gained preliminary plat approval from the Council on July 7, 2014. Joyce Allgaier, Director of Planning and Building, has provided a staff report in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends that the Council approve the final plat for the Vue Townhouse Subdivision, allowing for the subdivision of Lots 19A and 19B

RECOMMENDED MOTION: “I move 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 1-8”

This is a legislative matter.

- b) Ketchum Natural Resource, Water and Energy Conservation implementation scope of work – Susan Buxton, City Attorney.

Susan Buxton, City Attorney will make a presentation to the Mayor and City Council regarding the scope of work for a Natural Resource, Water and Energy Conservation Assessment. Susan has provided a staff report in the packet for council review.

RECOMMENDATION: If the City Council desires to move forward, I recommend that the City Attorney and the Mayor be directed to return with a budget and an independent contractor agreement for Dr. Pabich that defines her scope of work for portions of the Assessment that she would be tasked to undertake.

RECOMMENDED MOTION: I move to direct the Mayor and the City Attorney to bring to Council a budget for the Assessment and an Independent Contractor Agreement with Dr. Pabich defining her scope of work, compensation and deliverables for the portions of the Assessment she would be tasked to undertake.

5. AGREEMENTS AND CONTRACTS.

- a) Lease Agreement with Sun Valley Company for use of the River Run Upper Parking Lot during Wagon Days – Katie Carnduff, Administrative Clerk

The City of Ketchum has entered into a Lease Agreement with Sun Valley Company for the last several years in order to use the River Run Upper Parking Lot during Wagon Days. The Lease will be for August 28, 2014 through September 1, 2014. Katie Carnduff has provided a staff report and a copy of the agreement in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends that the City Council authorize the Mayor to sign the Lease Agreement with Sun Valley Company for use of the River Run Upper Parking Lot during Wagon Days.

RECOMMENDED MOTION: “I move to authorize the Mayor to sign a lease agreement with Sun Valley Company to lease the Dry Land River Run Upper Parking Lot and the west side of Sun Valley Road commencing at the red barn landmark and ending at Dollar Road, for use during Wagon Days.”

This is a legislative matter.

6. ORDINANCES AND RESOLUTIONS.

- a) 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 – Joyce Allgaier, Director of Planning and Building.

The Planning and Zoning Commission has recommended approval of a code amendment that would allow for the Commission to allow small restaurants and food establishments to operate in the LI-2 district after 9:00 p.m. if approved through a conditional use permit. Presently the code does not allow operation after 9:00 p.m. The amendment request was made through the application of George Gollaher, through their representative Jim Laski. The Council approved the first reading of the Ordinance on July 7, 2014. Joyce Allgaier, Director of Planning and Building, has provided a detailed staff report in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends that the City Council conduct a second reading of the proposed text changes amending Ketchum Municipal Code, Title 17.

The Council has the option of waiving the third reading, to continue the hearing to a date certain for a third reading or for further discussion or to deny the text amendments.

RECOMMENDED MOTION: “Pursuant to Idaho Code §67-65, I move to approve the second reading of Ordinance No. 1118.”

7. CONSENT CALENDAR.

- a) Approval of minutes: June 16, 2014 Regular City Council Meeting.

Copies of the minutes from the June 16, 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 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 agreement. 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 agreement. 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 agreement. Materials have been provided in the packet for Council review.

- g) Findings of Fact and Decisions of Law regarding:
 - a. YMCA Minor PUD Amendment.
 - b. Vue Townhomes Subdivision Final Plat.

Staff recommends approval of the Findings of Fact and Conclusions of Law and Decision for the PUD Amendment and the final plat. Materials have been provided in the packet for Council review.

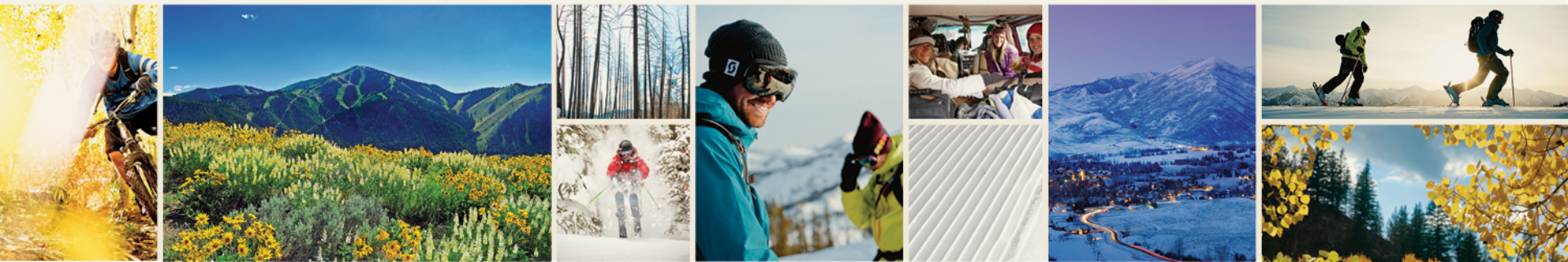
Sincerely,



Katie Carnduff
Administrative Clerk

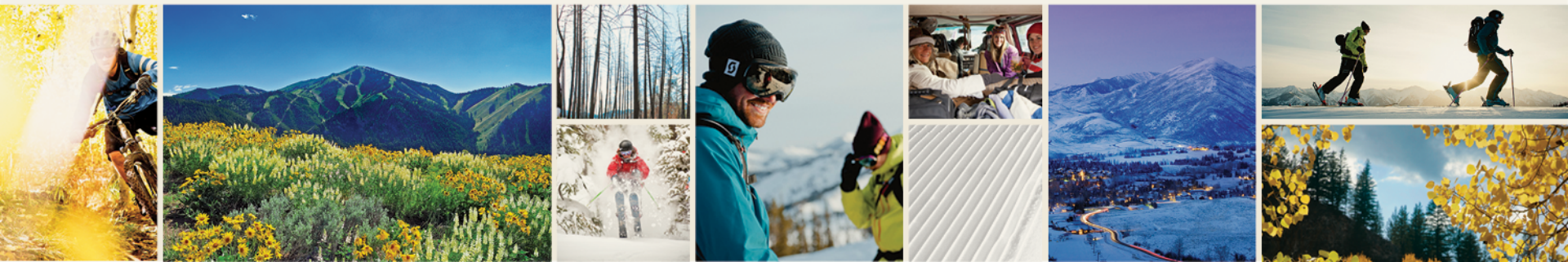
Q3 Update for the City of Ketchum

July, 2014



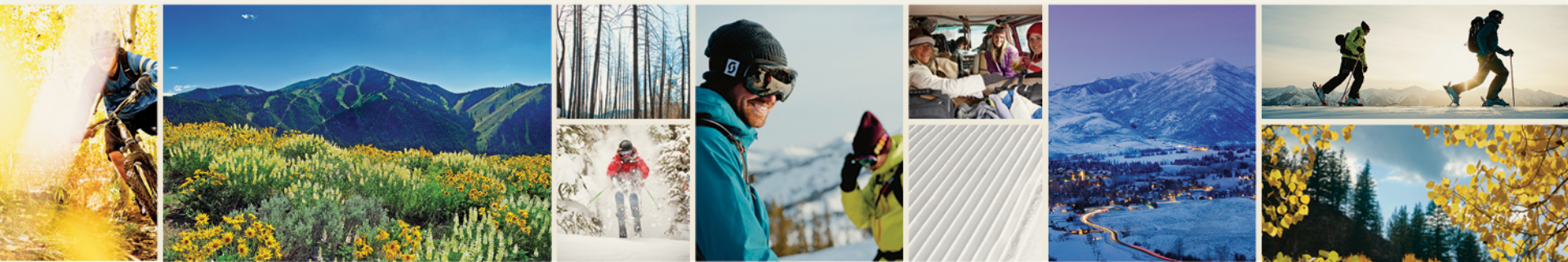
Sales Indicators

LOT (Oct - April)
Vacation Roost Sales
Room Nights Sold
Visitor Numbers



Sun Valley LOT

<u>Oct -Apr</u>	<u>Reported</u>	<u>Change YOY</u>	<u>Add'l 1%</u> <u>Jan -Apr</u>	<u>Total</u>
2010/11	\$567,690	2.5%	NA	\$567,690
2011/12	\$528,703	-6.9%	NA	\$528,703
2012/13	\$585,389	10.7%	NA	\$585,389
2013/14	\$564,676	-3.5%	\$93,167	\$657,844

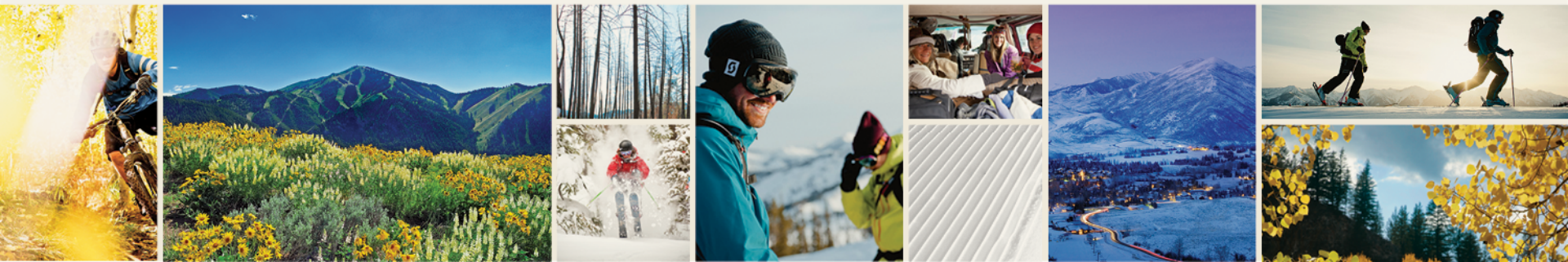


Ketchum LOT



**Note: due to differences in accounting methods, no add'l 1% LOT was reported for Ketchum for January 2014*

<u>Oct - April</u>	<u>Reported</u>	<u>Change YOY</u>	<u>Add'l 1% Feb-Apr</u>	<u>Total LOT</u>
2010/11	\$975,203	18.3%	NA	\$975,203
2011/12	\$1,033,006	5.9%	NA	\$1,033,006
2012/13	\$1,092,054	5.7%	NA	\$1,092,054
2013/14	\$1,061,534	-2.8%	\$361,530	\$1,423,064

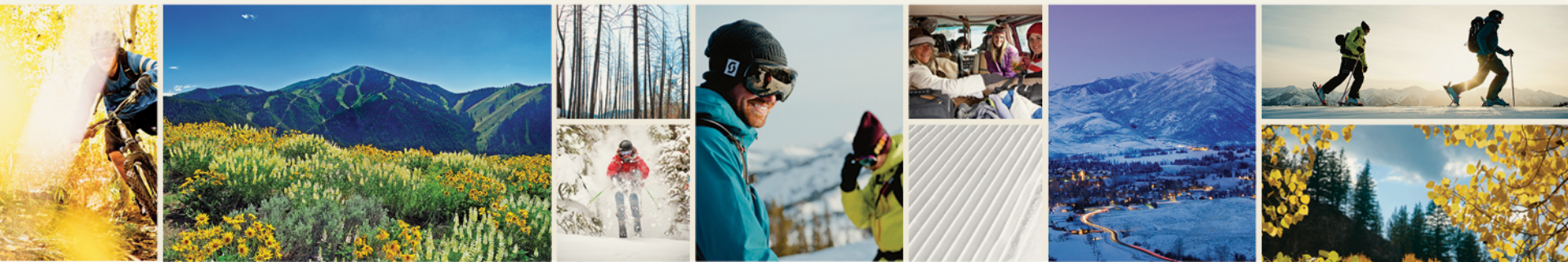


Combined Ketchum/SV LOT



**Note: due to differences in accounting methods, no add'l 1% LOT was reported for Ketchum for January 2014*

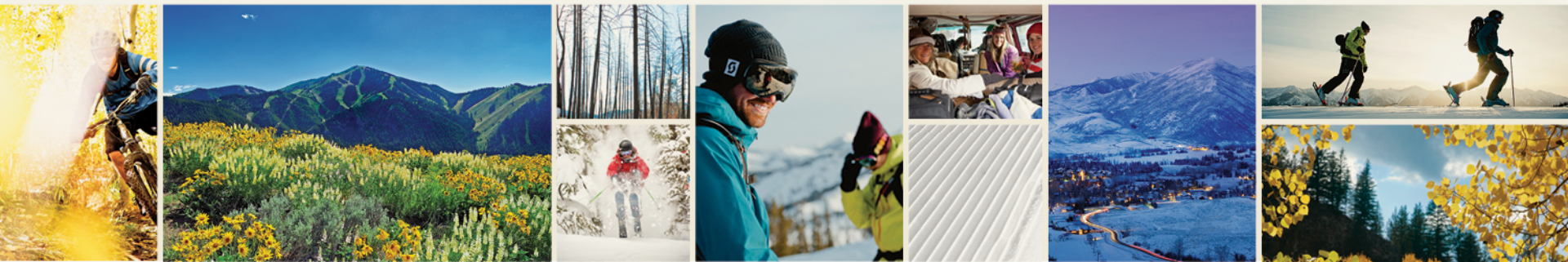
<u>Oct - Apr</u>	<u>Reported</u>	<u>Change YOY</u>	<u>Add'l 1% Jan-Apr*</u>	<u>Total LOT</u>
2010/11	\$1,542,893	12.0%	NA	\$1,542,893
2011/12	\$1,561,709	1.2%	NA	\$1,561,709
2012/13	\$1,677,443	7.4%	NA	\$1,677,443
2013/14	\$1,626,210	-3.1%	\$454,698	\$2,080,908



Accommodation Sales Results



- Total revenue generated through Vacation Roost:
 - Up 80% year to date (Oct –May)
 - \$235,014 versus \$130,875
- Will be transitioning to ski.com as of July 31st
 - Ski.com has exclusive relationships with the airlines and 40-50% of the packages they book include air



Winter Results

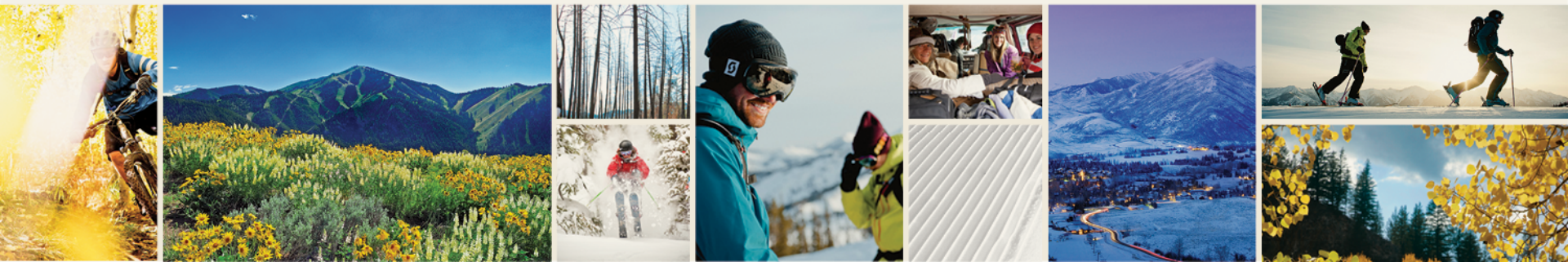


- **Room Nights Sold:**

- Winter 2012/2013 = 100,107
- Winter 2013/2014 = 100,258 (flat)

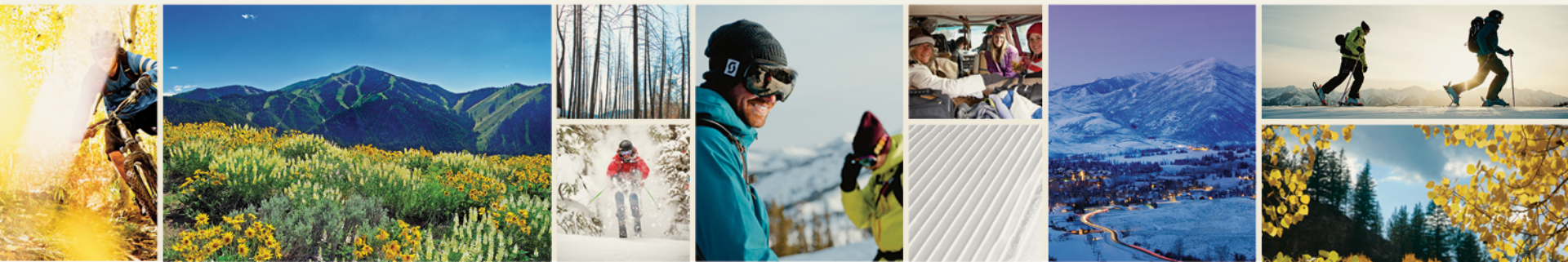
- **Winter Visitors:**

- Winter 2012/13 = 123,872
- Winter 2013/14 = 131,758 (up 6.4%)
 - *More visitors staying in second homes and with friends and relatives; less in paid accommodation; day visitors on par*



Engagement Indicators

Website Visits
Social Media

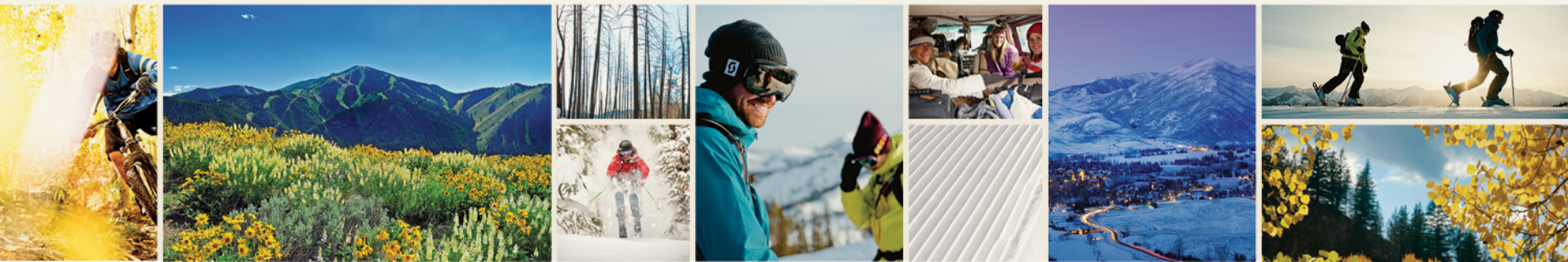


Website Visits



www.visitsunvalley.com

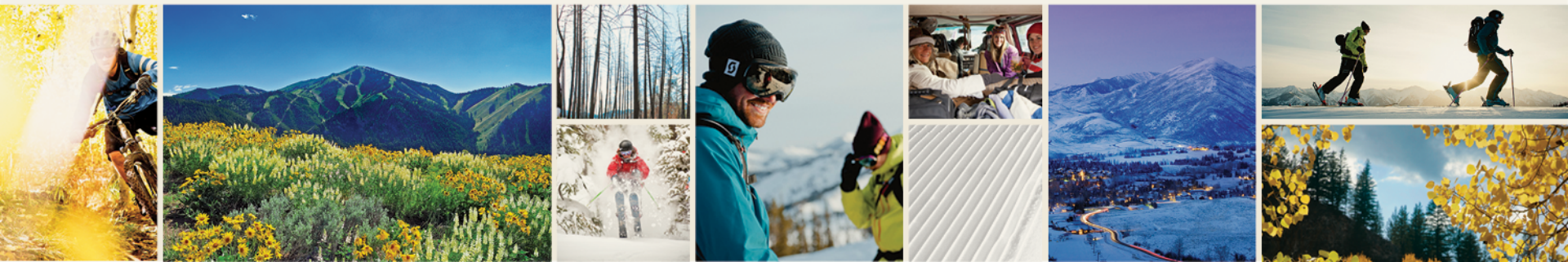
- YTD (Oct 1, 2013 to June 22, 2014):
 - 213,739 vs 144,283 **+48%**
- By Market, YTD (Oct 1, 2013 to June 22, 2014):
 - San Francisco **+585%**
 - Los Angeles **+108%**
 - Seattle **+70%**
- By Market (summer only markets), (May 1-Jun 22):
 - Boise **+29%**
 - New York **+144%**



Social Media

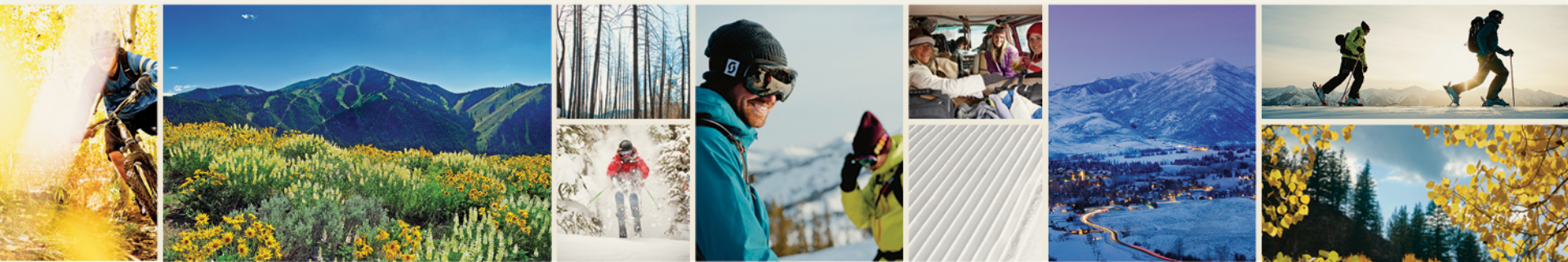


- Facebook - 56,525 (+9% YTD)
- Twitter – 5,050 (+40% YTD)
- Instagram – 1,300 (+33% YTD)



Internal Indicators and Activities

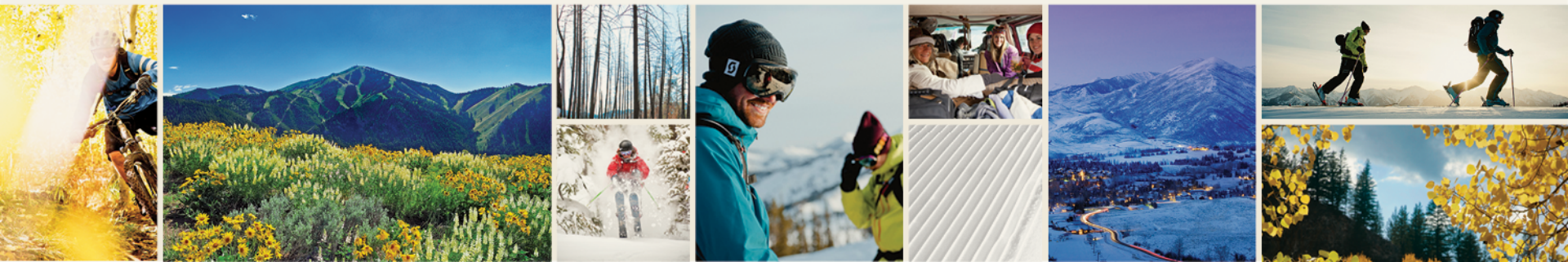
PR Highlights
Current and Upcoming Marketing Programs



PR Highlights – Q3



- Hosted writers from:
 - RV Magazine, VIA, Australian Associated Press
- Coverage highlights include:
 - Smithsonian Magazine, USA Today, VIA Magazine, Dallas Morning News, Idaho Statesman, We Blog the World, Fresno Bee, Seattle Post Intelligencer, Times News, Bellingham Herald, BIKE Magazine, Pink Bike, Powder Magazine, Paste Magazine, Gear Institute



Current and Upcoming Activities



- Summer 2014
 - Campaign funded through Air Service Board. In market May through September. Results to date are showing best performance for video ads
- Regional Events Campaign – on-going through the fall
- Stakeholder outreach continuing
- Membership drive on-going – new fees take effect on October 1st
 - 312 members YTD versus 304 last year
- Winter 2014/15
 - Finalizing budgets and contracts with vendors
 - Finalizing video ads and other creative
 - First ads due mid-July



Visit SunValley

Operational Highlights for May 22, 2014 June 24, 2014

Marketing and Sales

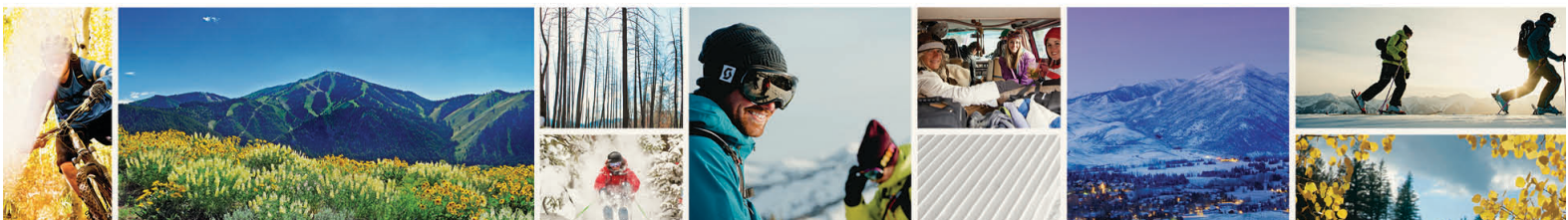
- Revenue booked through Vacation Roost is very strong with a year to date (October through May) increase of 80%. Bookings have been up every month year-to-date with the exception of March
- Room nights sold for the winter season (November through April) were flat compared with the previous year (100,258 compared to 100,107), despite a 10% decrease in skier visits
- Visits to www.visitsunvalley.com are up by 48% year to date (October 1st through June 22nd). By target market, San Francisco is up 585%, Seattle is up 70% and LA is up 108%. Boise, New York and Denver were not included in the winter marketing, but early summer results are promising with New York up by 144% and Boise up by 29%. The only target market that is not showing increases in website visits is Denver; however, advertising has just begun in Denver so results are likely to show later in the summer
- Continued placing summer media including digital ads, out-of-home, video and print
- Continued placing regional event creative including print and digital
- Continued negotiations for winter 2014.15 media buy
- Held meetings with ski.com and the local accommodation properties to prepare for July 31st transition and to solidify marketing and sales programs for the coming year

Upcoming: Completion of winter videos for use in upcoming winter campaign; continued media placement for summer, regional event and mountain biking campaigns; finalizing media plan for winter 2014.15; finalizing creative and media plan for 2014.15 Nordic campaign; capturing summer video and photography for use in Summer 2015 campaign

Visitor Services

- Visitor Center agents toured or had product knowledge sessions with the following member businesses:
 - Ride Sun Valley
 - Sawtooth Mountain Guides- half day climbing trip
 - Hardcore Training Center
 - Company of Fools
 - Silver Creek Outfitters
- Visitor Center agents served an average of 43.5 visitor parties per day during this period
 - 50/day avg. for end of May and 37/day avg. so far in June
 - Memorial Day weekend high of 79 parties on Saturday the 24th
 - June high of 67 on Monday the 14th

Upcoming: Tours with local businesses, including Sun Valley Summer Symphony and the Sun Valley Road Rally. Helicopter tour with new member/new to town business





PR

Sent out releases for:

- Ride Sun Valley
- Ride Sun Valley Sheeptown Drag Races
- Sun Valley Round Up of Awards
- Summer in Sun Valley Events Calendar
- Sun Valley Summer Symphony

Highlights of on-line and print coverage include:

- Idaho Statesman
- Bellingham Herald
- Seattle Post Intelligencer
- VIA Magazine
- Bike Magazine online
- Idaho Mountain Express
- Times News
- Bicycle Retailer

Hosted:

- RV Magazine

Upcoming: Summer 2014 Media Fam targeting 8-10 national outlets and freelance writers August 14-17. Writers representing major US news and magazine outlets as well as San Francisco and Denver news dailies

Social Media

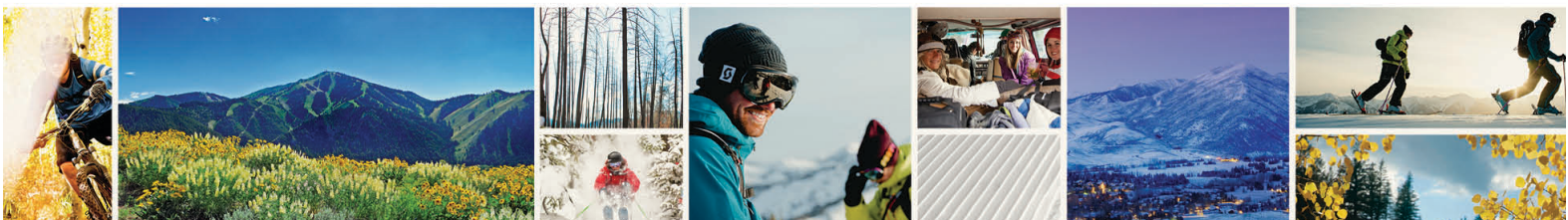
- Facebook Growth: +525 = 56,525
- Twitter Growth: +50 = 5,050
- Instagram Growth: +75 = 1,300

Upcoming: Planning summer Instagram, Facebook, Google+ "Seek" campaign social engagement effort

Events

- Acted as community liaison for new organizers of Ride Sun Valley
- Attended the Ketchum Events Commission meeting

Upcoming: Continued outreach to 3rd party event producers; assistance with Ride Sun Valley Festival including US Marathon Cross Country Mountain Bike Nationals

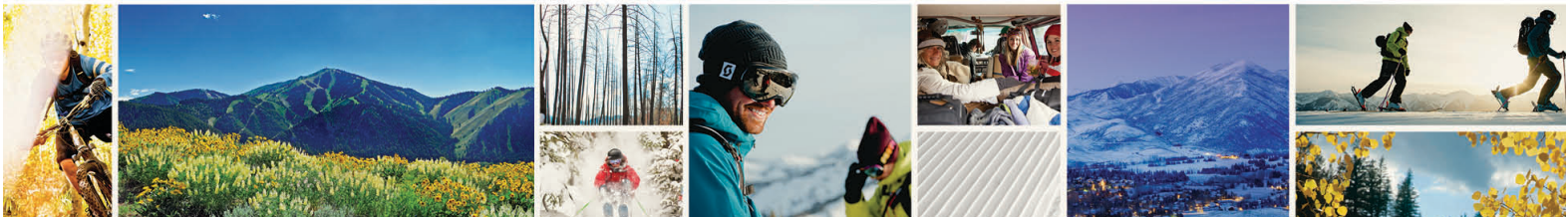




Membership, Administration and Finance

- Year to date membership is now 312 compared to 304 last year
- Held a community meeting on June 3rd. Presented new membership dues structure
- Continued member website training sessions and member outreach
- Approached 15 businesses to encourage them to join Visit Sun Valley
- Held a combined board/advisory committee meeting on May 22

Upcoming: On-going community outreach and presentation; Air Service Board winter budget presentation on July 3; Combined board/advisory committee meeting on June 25; City of Sun Valley Quarterly update July ; City of Ketchum Quarterly update TBD



Visit Sun Valley 2013/2104 Performance Tracking - @ 6.20.2014

Measure	Actuals@ 9.30.12	Actuals @ 9.30.13	Target for 9.30.14	Target increase (% or pts)	Actuals YTD (4.30.14)	Progress towards target	Source of Measurement
1. Sales Indicators							
Local Option Tax - SV/Ketchum	2,978,563	3,022,900	3,083,358	2%	1,626,210	YTD -3.1%	City Data
Add'l 1% LOT	N/A	N/A	1,011,000	N/A	454,698	N/A	City Data
Skier Visits	382,128	386,782	404,000	4%	348,269	-10%	SVR - target to reflect SVR goals
Room Nights Sold, Winter (Nov-Apr)	N/A	100,107	101,209	+2%	100,258	Flat	Member Hotels
Room Nights Sold, Summer (May-Oct)	N/A	149,478	153,962	+3%			Member Hotels
Total Enplanements	49,100	51,392				+16% (winter)	Freidman Memorial Airport
Estimated # of Visitors	N/A	273,350					Various - compiled by VSV
Estimated # of Visitors - Winter	N/A	123,872			131,768	6.4%	Various - compiled by VSV
Estimated # of Visitors - Summer	N/A	149,478					Various - compiled by VSV
2. Brand Engagement							
Facebook Fans	39,500	51,750	60,000	16%	56,525	YTD +9%	Internal
Twitter Followers	2500	3,600	4,500	25%	5,050	YTD +40%	Internal
Instagram	300	980	1,300	33%	1,300	YTD + 33%	Internal
Website Visits	185,183	222,539	240,000	8%	213,739	YTD + 48%	Google Analytics
3. Brand Awareness							
Share of Mind - California Skiers	1%	N/A					Survey Sampling International
Share of Mind - Washington Skiers	9%	N/A					As above
4. Internal							
Membership	242	304	350	15%	312	89% of target	Internal

City of Ketchum, Idaho

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



July 15, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Subdivision Final Plat of Lot 19, Parkwood Subdivision, "Vue Townhomes"

ATTACHMENTS:

- A. Application
- B. Final Plat, dated July 9, 2014 and additional plans
- C. Planning and Zoning Commission Findings of Fact, signed July 14, 2014

Introduction/History

This is an application for the final subdivision plat of Lot 19 of Parkwood Subdivision into two (2) lots – 19A and 19B. The 2-lot subdivision gained preliminary plat approval from the City Council on July 7, 2014 and gained final plat approval from the Planning and Zoning Commission on July 14, 2014.

Following this subdivision of the parent parcel, the applicants will finalize their project with a subdivision to create four (4) townhouse sublots. The final project is for a four (4) unit townhouse project of four (4) detached residential units.

Current Report

Please see the attached report with staff analysis and recommended findings.

Financial Requirement/Impact.

None

Recommendation

Staff respectfully recommends that the Council approve the final plat for the Vue Townhouse Subdivision, allowing for the subdivision of Lots 19A and 19B.

Sincerely,

A handwritten signature in black ink, appearing to read "Joyce Allgaier".

Joyce Allgaier, AICP
Director of Planning and Building

**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF JULY 21, 2014**

PROJECT: Vue Subdivision, Final Plat

FILE NUMBER: 14-023

OWNERS: Thomas Monge and Elmar Graber

REPRESENTATIVE: Bruce Smith, PLS, Alpine Enterprises

REQUEST: Subdivision of Lot 19, Parkwood Subdivision into two (2) lots, 19A and 19B

LOCATION: 105 Pinewood Lane (Lot 19, Parkwood Subdivision)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

NOTICE: Legal notice was provided for the public hearing conducted by the City Council on July 7, 2014 for the preliminary plat hearing. (New notice is not required for final plat.)

REVIEWER: Joyce Allgaier, Director of Planning and Building

ATTACHMENTS:

- A. Application, including:
 - Application Form, dated July 9, 2014
- B. Reduced scale final plat, dated July 9, 2014
- C. Planning and Zoning Commission Findings of Fact, dated July 14, 2014

BACKGROUND

1. The applicant is proposing a subdivision of Lot 19 of Parkwood Subdivision into two (2) lots of over 8,000 square feet through this application. (This will be followed by the subdivision to create four (4) townhouse sublots to accommodate a four unit (detached) residential townhouse development.) Each unit will be approximately 2,445 square feet in size, including an attached one (1) car garage, and each will be two stories tall. The proposed development will replace an existing, older single family structure on the site.
2. This project gained Design Review approval from the Planning and Zoning Commission, with Findings of Fact signed on June 23, 2014. It has received preliminary plat approval

for the two lot subdivision and the townhouse subdivision from the Commission, with Findings of Fact signed on June 23, 2014. It has also received preliminary plat approval for the two lot subdivision from with City Council, with Findings of Fact signed on July 7, 2014.

3. The final plat shows the lot line between Lots 19A and 19B shifted approximately 2.5 feet to the east in order to allow a greater setback at the western lot line.
4. Utility and access easements are depicted on the final plat as follows:
 - Ten (10) foot wide sewer line easement along the northern property boundary benefitting the City of Ketchum and the 4 townhome lots;
 - Twenty (20) foot wide access and utility easement along the southern property boundary (in a new private street – Pinevue Lane). This access and utility serves the City of Ketchum, 4 townhome lots, Lot 17 Parkwood Subdivision, and utility easement only to Parkwood Condominiums;
 - Eight (8) foot wide public utility easement along the north side of the access easement in Pinevue Lane; and
 - Ten (10) foot wide public utility easement along the eastern property boundary.

The final plat describes the access and utility easements and beneficiaries.

5. The Planning Administrator has determined that the proposed Pinevue Lane is a private street, resulting in proposed Lot 19B being a corner lot and Lot 19A being served by only Pinevue Lane. This layout was acceptable to the City Council in their hearing on the preliminary plat subdivision on July 7, 2014, noting that the development is a new subdivision and the layout reflect good land development for the vicinity. The Administrator has determined that, in accordance with the orientation of other lots in the neighborhood and the location of the private access street, the front lot line is the southern lot line of the proposed subdivision and the rear is the opposite northern lot line. The side lot lines are those lines running perpendicular to the front yard line. A standard building setback dimension to the property lines is required to the property lines of new Lots 19A and 19B, and including the interior lot line between Lots 19A and Lot 19B. It is noted that new subdivisions allow for the opportunity to create a new layouts for the development and establish and set the front, rear and side yards for the subdivision.

EVALUATION STANDARDS

16.04 Subdivision Criteria

16.04.040

F. Lot and Block Requirements.

1. **Lot size, width, depth, shape, and orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings,**

Staff Analysis: The existing Lot 19 is 20,037 square feet in size. Proposed Lot 19A will be 8,260 square feet and Lot 19B will be 8,004 square feet in size, in conformance with the minimum lot size. The resultant lot widths will be 91.21 feet for Lot 19A and 96.72 feet for Lot 19B. Minimum lot size in the GR-L zoning district is 8,000 square feet and minimum lot width is 80 feet. The resultant lot shapes are roughly rectangular, and lot orientations are similar to other lots in the same GR-L zoning district. Building setbacks shall comply with the requirements of the zoning code and shall be reviewed as part of the Design Review process. The proposed subdivision is located in between the GR-H zoning district on the south and GR-L on the north and adjacent to the LR zoning district on the west. The layout and density is found to provide a transition between the GR-H and LR zoning districts. Solar access to adjacent properties will not be compromised.

Recommendation: This standard has been met.

2. **Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contain land with a slope in excess of twenty-five (25) percent based upon natural contours, or create corner lots at the intersection of two or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, water courses and topographical features,**

Staff Analysis: The proposed lots are located outside the 100 year floodplain and any designated floodplain hazard area. No wetlands or intermittent waterways are located on the properties. They are relatively flat and do not contain twenty-five (25) percent slope. Lot 19B is located at the corner of Pinewood Lane and the proposed private Pinevue Lane, providing vehicular access to the properties. To meet this requirement, a building envelope has been shown on Lot 19B and a plat not has been added stating that zoning code setbacks requirements in effect at time of permitting shall be met and

that setbacks may be may be more stringent than the building envelope as depicted on the plat.

Recommendation: This standard has been met.

3. **Corner lots shall have a property line curve or corner of a minimum radius of twenty-five (25) feet unless a longer radius is required to serve an existing or future use,**

Staff Analysis: The grading plan submitted for Design Review shows a radius of twenty-eight (28) feet at the intersection of Pineway Lane and the proposed Pinevue Lane.

Recommendation: This standard has been met.

4. **Side lot lines shall be within twenty (20) degrees to a right angle or radial line to the street line,**

Staff Analysis: Each side lot line is located at about 90 degrees to the street lot lines on the proposed Pinevue Lane.

Recommendation: This standard has been met.

5. **Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s),**

Staff Analysis: No double frontage or reverse frontage lots are being created

Recommendation: This standard does not apply.

6. **Minimum lot sizes in all cases shall be reversed frontage lot(s),**

Staff Analysis: No reversed frontage lots are proposed.

Recommendation: This standard does not apply.

7. **Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the Office of the Blaine County Recorder prior to or in conjunction with recordation of the final plat.**

Staff Analysis: The proposed lots will be accessed from a twenty (20) foot wide access easement that becomes a private street, Pinevue Lane. The final plat shows the legal access easement.

Recommendation: This standard has been met.

- G. **Block Requirements. The length, width, and shape of blocks within proposed subdivisions shall conform to the following requirements:**

1. **No block shall be longer than one thousand two hundred (1,200) feet, nor less than four hundred (400) feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots,**

Staff Analysis: No new blocks are being created.

Recommendation: This standard does not apply.

- 2. Blocks shall be laid out in such a manner as to comply with the lot requirements,**

Staff Analysis: No new blocks are being created.

Recommendation: This standard does not apply.

- 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, water courses and topographical features,**

Staff Analysis: No new blocks are being created.

Recommendation: This standard does not apply.

- 4. Corner lots shall contain a building envelope outside of a seventy-five (75) foot radius from the intersection of the streets.**

Staff Analysis: No new blocks are being created with the development and a new corner lot is being created with the new subdivision. The property has been developed for many years with a single family dwelling located on Pinewood Lane. Lot 19B will be located within the 75 foot area as the lot touches both Pinevue Lane and Pinewood Lane. As proposed, no sight distance issues are found. The proposed location of the lots does not create a situation that crowds the streetscape or interfere with light, air and space that might be a safety or aesthetic impact. The intersection is adequate for safe turn movements from private Pinevue Lane and Pinewood Lane.

Recommendation: The intent of this standard is met with the design and layout of the subdivision.

H. Street Improvement Requirements -

- 1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land,**

Staff Analysis: The proposed Pinevue Lane intersects the existing Pinewood Lane at a right angle, is consistent with existing topography and neighborhood fabric, does not impact public convenience or safety and provides access to use the property as allowed by the GR=L zoning regulations. Access to the four proposed infill sublots satisfies Comprehensive Plan, Policy H-3.1, Mixture of Housing Types in New Development by providing "a mixture of housing types with varied price ranges and densities that meet a variety of needs."

Recommendation: This standard has been met.

- 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in Ketchum Ordinance 276, codified in Chapter 12.04, and all other**

applicable ordinances, resolutions, or regulations of the city of Ketchum or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified,

12.04.030. A. Right-of-Way. All private streets shall have a minimum right-of-way equal to the width of the street improvements, including but not limited to, sidewalk, curb and gutter, utilities and snow storage, or as otherwise approved by the City Council.

12.04.030. B. Street Widths. The unobstructed, all-weather surface of a private street shall not be less than twenty (20) feet nor wider than thirty (30) feet unless otherwise approved by the City Council.

12.04.030. C. Street Locations.

Staff Analysis: The proposed Pinevue Lane has an unobstructed width of twenty (20) feet.

Recommendation: This standard has been met.

1. Streets are to be arranged in proper relation to topography so as to result in usable lots, safe streets, and acceptable gradient. Grades shall not exceed seven percent.

Staff Analysis: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane, as is customary in the town. It has a gradient of two (2) percent.

Recommendation: This standard has been met.

2. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new subdivisions unless otherwise approved by the city.

Staff Analysis: Proposed Pinevue Lane intersects with Pinewood Lane to provide access to the proposed subdivision. Pinevue Lane will also be available to connect future development to the west toward Lot 17 of Parkwood Subdivision. An easement to allow for both access and utilities to serve that property are included on the plat. This will allow for greater connectivity and reduce the need for new streets and paved surfaces.

Recommendation: This standard has been met.

3. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that said streets extend to the boundary lines of the tract to facilitate the future extension of said streets into adjacent areas. A reserve strip may be required and held in public ownership.

Staff Analysis: Adjoining areas are already subdivided.

Recommendation: This standard does not apply.

4. Minimum sight distance shall be two hundred (200) feet for residential streets and three hundred (300) feet for collector and arterial streets.

Staff Analysis: Proposed private Pinevue Lane has an unobstructed length of about two hundred and four (204) feet to its intersection with Pinewood Lane.

Recommendation: This standard has been met.

5. **Streets shall be located horizontally and vertically so as to assure positive and effective drainage of storm and other surface waters. Subsurface waters shall be accommodated by approved drains and other facilities as determined necessary by the city.**

Staff Analysis: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Recommendation: This standard has been met.

6. **Horizontal alignment shall be designed in accordance with AASHTO, geometric highway standards for the design speed of the proposed roadway. All curves shall be simple curves and superelevation shall not exceed six-tenths foot per foot. Unless otherwise specified by the city, the design speed shall be thirty-five (35) miles per hour.**

Staff Analysis: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Public Works.

Recommendation: This standard has been met.

12.04.030. D. Intersections.

2. **No more than two streets shall cross at any one intersection.**

Staff Analysis: Where proposed Pinevue Lane intersects Pinewood Lane only two streets intersect.

Recommendation: This standard has been met.

3. **Intersections shall be located on a relatively flat grade with appropriate drainage slope. The flat section shall extend a minimum of seventy-five (75) feet each way from the center of the intersection. Maximum of two percent intersection grade will be allowed.**

Staff Analysis: The proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane. The Public Works Director/City Engineer is satisfied with the street design.

Recommendation: This standard has been met.

4. **Minimum clear sight distance at all intersections shall permit vehicles to be mutually visible when each is a minimum of one hundred (100) feet from the center of the intersection.**

Staff Analysis: At the Pinevue Lane and Pinewood Lane intersection, the sight distance at the intersection is adequate for safe turn movements.

Recommendation: This standard has been met.

5. **Intersections shall be clearly visible a minimum of two hundred (200) feet from the center of the intersection from all roadways.**

Staff Analysis: The intersection of proposed private Pinevue Lane and Pinewood Lane is visible from about two hundred (200) feet from Pinevue Lane and is visible from about two hundred (200) feet in each direction on Pinewood Lane. The street design has been approved by both the Public Works Director and the Fire Chief in terms of design.

Recommendation: This standard has been met.

12.04.030. E. Cul-de-Sacs. A cul-de-sac, court or similar type street shall have a maximum length of four hundred (400) feet from entrance to center of the turn-around, and all cul-de-sacs shall have a minimum turn-around radius of sixty (60) feet at the property line, and not less than forty-five (45) feet at the curb line.

Staff Analysis: No cul-de-sacs are proposed.

Recommendation: This standard does not apply.

- 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the council may require a frontage street, planting strip, or similar design features;**

Staff Analysis: The proposed subdivision does not abut or contain an existing or proposed arterial street, railroad, or limited access highway right-of-way.

Recommendation: This standard does not apply.

- 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods,**

Staff Analysis: Pinevue Lane is proposed to be available through an easement to serve adjoining property to the west in the event of future development.

Recommendation: This standard is met.

- 5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide a safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing,**

Staff Analysis: Proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane.

Recommendation: This standard has been met.

- 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated,**

Staff Analysis: No partial street dedication is proposed.

Recommendation: This standard does not apply.

7. **Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead-end street serves more than two lots, a temporary turn-around easement shall be provided which easement shall revert to the adjacent lots when the street is extended,**

Staff Analysis: Proposed Pinevue Lane will terminate at the western boundary of the proposed Vue Subdivision. An easement has been provided to serve potential future development to the west. Each proposed lot and future sublots in the subdivision are provided with its own turn-around so that a turn-around easement is not necessary. The street design meets city and fire codes and is found acceptable to the Public Works Director/City Engineer and Fire Chief.

Recommendation: This standard has been met.

8. **A cul de sac, court, or similar type street shall be permitted only when necessary to the development of the subdivision and provided that no such street shall have a maximum length greater than four hundred (400) feet from entrance to center of turn-around, and all cul de sacs shall have a minimum turn-around radius of sixty (60) feet at the property line and not less than forty-five (45) feet at the curb line,**

Staff Analysis: No cul-de-sacs are proposed.

Recommendation: This standard is not applicable.

9. **Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy (70) degrees,**

Staff Analysis: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Recommendation: This standard has been met.

10. **Where any street deflects an angle of ten (10) degrees or more, a connecting curve shall be required having a minimum center line radius of three hundred (300) feet for arterial and collector streets, and one hundred twenty-five (125) feet for minor streets,**

Staff Analysis: Proposed Pinevue Lane does not deflect an angle of ten (10) degrees or more.

Recommendation: This standard does not apply.

11. **Streets with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited,**

Staff Analysis and Recommendation: Not applicable.

12. **A tangent of at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets,**

Staff Analysis and Recommendation: Not applicable.

13. **Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confusing with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval,**

Staff Analysis: Proposed Pinevue Lane is not a continuation of an existing street. Its name has been approved through the preliminary plat process.

Recommendation: This standard has been met.

14. **Street alignment design shall follow natural terrain contours to result in safe streets, useable lots, and minimum cuts and fills,**

Staff Analysis: The site is basically flat and does not dictate cuts, fills, or any unacceptable design features. Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Recommendation: This standard has been met.

15. **Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets,**

Staff Analysis: Proposed Pinevue Lane is connected to existing Pinewood Lane, a street that serves as an efficient collector from the existing neighborhoods.

Recommendation: This standard has been met.

16. **Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat and all landscaping and irrigation systems shall be installed as required improvements by the subdivider,**

Staff Analysis: No reserve planting strip is proposed.

Recommendation: This standard does not apply.

17. **In general, the center line of street shall coincide with the center line of the street right-of-way and all crosswalk markings shall be installed by the subdivider as a required improvement,**

Staff Analysis: The center line of proposed Pinevue Lane coincides with that of existing Pinewood Lane. No crosswalks are proposed or required, since there will be very little traffic generated by Pinevue Lane.

Recommendation: This standard has been met.

- 18. Street lighting may be required by the commission or council where appropriate, and shall be installed by the subdivider as a required improvement,**

Staff Analysis: A new replacement street light is proposed at the southwest corner of the intersection of Pinevue Lane and Pinewood Lane in a similar location to the existing street light.

Recommendation: This standard has been met.

- 19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H.2 of this section,**

Staff Analysis: The applicant is proposing a private street, Pinevue Lane, to serve the subdivision. The Public Works Director/City Engineer and Fire Chief find the design and proposed construction features to be acceptable.

Recommendation: This standard has been met.

- 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city,**

Staff Analysis: This standard shall be met with a condition of approval.

Recommendation: This standard has been met with the condition that street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city. "Fire lane/no parking" signs shall be installed along Pinevue Lane as required by the Fire Chief.

- 21. Bridges. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefore,**

Staff Analysis and Recommendation: Not applicable.

- 22. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.**

Staff Analysis: No sidewalk, curb and gutter are required in residential neighborhoods and in the GR-L zoning district.

Recommendation: This standard does not apply.

- I. Alley Improvement Requirements. Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty (20) feet. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-**

end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H.2 of this section.

Staff Analysis and Recommendation: Not applicable.

J. **Required Easements.** Easements, as set forth hereinafter, shall be required for location of the utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

1. **A public utility easement at least ten (10) feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.**

Staff Analysis: An eight (8) foot wide public utility easement for the proposed water line is located along the northern side of the private street and the street itself includes an easement for public utilities. An additional ten (10) foot sewer line is proposed along the north lot lines, so that water/sewer line separation requirements are met.

Recommendation: This standard has been met.

2. **Where a subdivision contains or borders on a water course, drainage way, channel or stream, an easement shall be required of sufficient width to contain said water course and provide access for private maintenance and/or reconstruction of said water course.**

Staff Analysis and Recommendation: Not applicable.

3. **All subdivisions which border the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a ten (10) foot fisherman and nature study easement along the river bank. Furthermore, the council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the river bank which runs through the proposed subdivision.**

Staff Analysis and Recommendation: Not applicable.

4. **All subdivisions which border on the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a twenty-five (25) foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion.**

Staff Analysis and Recommendation: Not applicable.

5. No ditch, pipe, or structure for irrigation water or irrigation waste water shall be constructed, re-routed, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights thereto. A written copy of such approval shall be filed as part of required improvement construction plans.

Staff Analysis and Recommendation: Not applicable.

6. Nonvehicular transportation system easements including pedestrian walkways, bikepaths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.

Staff Analysis: There is no non-vehicular link adjacent to the subject property to connect to.

Recommendation: This standard does not apply.

- K. **Sanitary Sewage Disposal Improvements.** Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council, and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety, and welfare.

Staff Analysis and Recommendation: Lots 19A and 19B (and proposed sublots) shall be connected to the City of Ketchum sewer system and shall meet all requirements of the Ketchum Utilities Department. This has been made a condition of approval.

- L. **Water System Improvements.** A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction thereover. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions and no dead-end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public

Utilities Commission, Idaho Department of Reclamation, and all requirements of the city of Ketchum.

Staff Analysis and Recommendation: Lots 19A and 19B (and proposed sublots) shall be connected to the City of Ketchum water system and shall meet all requirements of the Ketchum Utilities Department. This has been made a condition of approval.

- M. Planting Strip Improvements.** Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for said planting strip with the preliminary plat application and the landscaping shall be a required improvement.

Staff Analysis and Recommendation: This standard does not apply.

- N. Cuts, Fills, and Grading Improvements.** Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:

1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.

Staff Analysis: The proposed grading has been designed by a civil engineer. No soils report has been submitted or required for the subdivision. The site is relatively flat.

Recommendation: This standard has been met.

2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Said plan shall contain the following information:

- a. Proposed contours at a maximum of five (5) foot contour intervals;
- b. Cut and fill banks in pad elevations;
- c. Drainage patterns;
- d. Areas where trees and/or natural vegetation will be preserved;
- e. Location of all street and utility improvements including driveways to building envelopes. Any other information which may reasonably be required by the administrator, commission, or council to adequately review the affect of the proposed improvements.

Staff Analysis: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Recommendation: This standard has been met.

3. **Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.**

Staff Analysis: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Recommendation: This standard has been met.

4. **Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.**

Staff Analysis: There are no areas within the proposed subdivision that are not suited for development. The lot is large, relatively flat and not near any water body.

Recommendation: This standard does not apply.

5. **Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.**

Staff Analysis: The applicant has indicated their intent to build as soon as all necessary approvals have been obtained. However, staff suggests a condition of approval that, if a building permit is not obtained or if construction commenced but is not completed by October 31, 2014, that existing disturbed areas be revegetated or restored with perennial vegetation sufficient to stabilize the area from erosion.

Recommendation: This standard has been met with the condition that, where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such time as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

6. **Where cuts, fills, or other excavation are necessary, the following development standards shall apply:**
 - a. **Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**
 - b. **Fills shall be compacted to at least ninety-five (95) percent of maximum density as determined by AASHO T99 (Am. Assoc. State Highway Officials) and ASTM D698 (American Standards Testing Methods).**
 - c. **Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.**

- d. **Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top and existing or planned cut slope.**
- e. **Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten (10) feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.**

Staff Analysis: The applicant is required to submit a utility plan for approval by the Public Works Director/City Engineer who is authorized to evaluate and approve such plan.

Recommendation: This standard has been met.

- O. **Drainage Improvements. The subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.**

Staff Analysis: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Recommendation: This standard has been met.

- P. **Utilities. In addition to the terms mentioned hereinabove, all utilities including but not limited to, electricity, natural gas, telephone, and cable serves shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.**

Staff Analysis: The civil engineered grading and utility plans show water and sewer to be undergrounded. Other utilities are not shown.

Recommendation: This standard has been met with the condition that all utilities shall be installed underground prior to City Clerk's signature of the final plat.

Q. Off-Site Improvements - Where the off-site impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.

Staff Analysis: Addition of 2 lots that allow for up to 4 units of housing into the existing infrastructure of the surrounding neighborhood will not have substantial impact to warrant other public infrastructure improvements.

Recommendation: This standard has been met.

STAFF RECOMMENDATION

Based on the information submitted and testimony taken, staff recommends that the Lot 19, Parkwood Subdivision, Vue Townhomes final plat be approved by the Ketchum City Council, subject to conditions 1 – 8 below.

COUNCIL OPTIONS

Make a motion to:

1. DENY the final plat of Vue Townhomes Subdivision, **because of the following standards** (Council to insert reasons for denial) including findings; or,
2. APPROVE the final plat of Vue Townhomes Subdivision subject to conditions 1 – 8 below.

MOTION: "I MOVE TO APPROVE TO THE FINAL PLAT SUBDIVISION APPLICATION BY THOMAS MONGE AND ELMAR GRABHER FOR THE SUBDIVISION OF LOT 19, PARKWOOD SUBDIVISION INTO LOTS 19A AND 19B WITH CONDITIONS 1-8."

CONDITIONS

1. The C This approval is given for the final plat of the subdivision of Lot 19 into Lots 19A and 19B, dated July 9, 2014, by Alpine Enterprises. Preliminary and final plat approvals are required in order to create the townhouse sublots;
2. All development of utilities shall be in conformance with City of Ketchum standards and meet with the approval of the Public Works Director/City Engineer or other applicable utility authorities;
3. A final plat shall be recorded in the records of the Blaine County Clerk and Recorder. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;

4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. Street name and fire lane signs shall be installed on the private road in accordance with City of Ketchum standards.
7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
8. If a building permit is not obtained or construction has not been completed by October 31, 2014, the applicant shall revegetate and otherwise restore any disturbed areas with perennial vegetation sufficient to stabilize disturbed areas.

File Number: _____

CITY OF KETCHUM SUBDIVISION APPLICATION

NAME OF PROPOSED SUBDIVISION: PARK WOOD SUBD., LOTS 19A + 19B

OWNER OF RECORD: TOM MONGE + ELMAZ GRABER

ADDRESS OF OWNER: PO Box 2742, KETCHUM, ID 83340

REPRESENTATIVE OF OWNER: BRUCE SMITH, PLS, ALPINE ENTERPRISES

CONTACT: Owner: _____ Representative: X Phone No.: 727-1988

Mailing Address: Box 2037, KETCHUM
LEGAL DESCRIPTION: (attach if necessary): LOT 19, PARK WOOD SUBD.
INST. No. 136388

STREET ADDRESS: LOS PINEWOOD LANE

SUBDIVISION FEATURES: Number of Lots: 2, THEN 4 TOWNHOUSE SUBLOTS
Number of Dwelling Units: 4 WHEN TOWNHOUSED

Total land area in acres or square feet: ± 20,037 SQ FT = ± 0.46 AC.

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

Overlay District: Flood _____ Avalanche _____ Pedestrian _____ Mountain _____

Type: Condominium _____ Land X PUD _____ Townhouse NEXT PHASE

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

Easements to be dedicated on final plat: (describe briefly): ACCESS + UTILITY EASEMENTS

Proposed and existing exterior lighting: (described briefly): LOW WATT, DOWNCAST

IMPROVEMENTS TO BE INSTALLED PRIOR TO FINAL PLAT APPROVAL:

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

ATTACHMENTS TO COMPLETE APPLICATION:

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

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

Signature of Owner/Representative: BRUCE S. ALPINE ENTERPRISES Date: 09 JUL 14

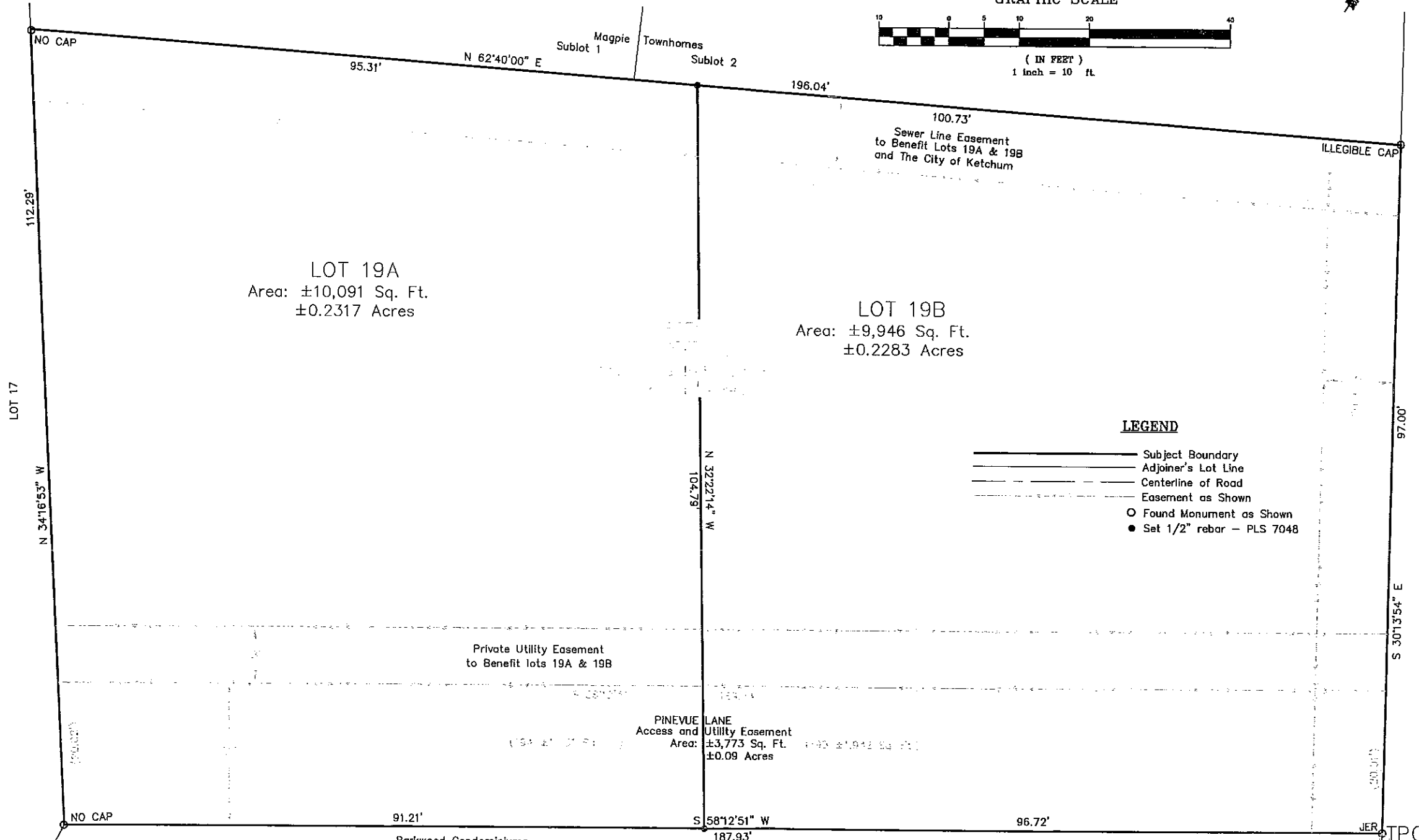
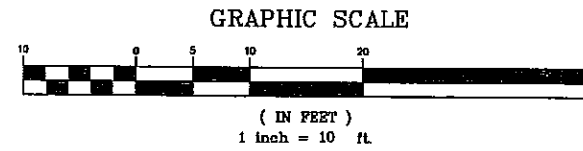
Pursuant to Resolution No. 08-121, any direct costs incurred by the City of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, attorney review, legal noticing, and copying costs associated with the application. The City 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 unexpected funds or billed for additional costs incurred by the City.

7/9/14

Attachment A

A PLAT SHOWING PARK WOOD SUBDIVISION, LOTS 19A & 19B

WHEREIN LOT 19, PARK WOOD SUBDIVISION IS SUBDIVIDED INTO LOTS 19A & 19B AS SHOWN
LOCATED WITHIN SECTION 11, T. 4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JULY 2014



LOT 19A
Area: ±10,091 Sq. Ft.
±0.2317 Acres

LOT 19B
Area: ±9,946 Sq. Ft.
±0.2283 Acres

LEGEND

- Subject Boundary
- Adjoiner's Lot Line
- - - Centerline of Road
- - - Easement as Shown
- Found Monument as Shown
- Set 1/2" rebar - PLS 7048

NOTES

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, at Grid in US Survey Feet.
2. Boundary Information is from the Plat of Park Wood Subdivision, filed as Instrument No. 136388, Blaine County Records.
3. Pinevue Lane is a Public Utility Easement to Benefit Lots 19A, Lot 19B, Parkwood Condominiums, and the City of Ketchum; and an Access Easement to Benefit Lots 19A, 19B, Lot 17 of Park Wood Subdivision and the City of Ketchum.
4. Documents that may affect this Plat include Inst. No. 136388, 137640, 14553, in Book D of Misc., page 184, 74012, in Book 139 of Deeds 139, page 197, 74725, in Book 139 of Deeds, Page 197.

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



Date _____ South Central Public Health District, EHS

PARK WOOD SUBDIVISION
LOTS 19A & 19B
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 2

Attachment B

received
7/9/14

IN RE:)	
)	KETCHUM PLANNING AND ZONING
Vue Subdivision)	COMMISSION - FINDINGS OF FACT
Final Plat)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-023)	

BACKGROUND FACTS

OWNERS: Thomas Monge and Elmar Graber

REPRESENTATIVE: Bruce Smith, PLS, Alpine Enterprises

REQUEST: Subdivision of Lot 19, Parkwood Subdivision into two (2) lots, 19A and 19B. (Once construction has commenced the applicant may request Preliminary Plat Townhouse Subdivision from the City Council for each of the resultant lots into two (2) sublots, for a total of four sublots for townhouse development.)

LOCATION: 105 Pinewood Lane (Lot 19, Parkwood Subdivision)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

NOTICE: Property owners within 300 feet were mailed notice on May 21, 2014 and agencies were mailed on May 22, 2014 for the public hearing on the preliminary plat. 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. (New notice not required for final.)

REVIEWER: Joyce Allgaier, Director of Planning and Building

GENERAL FINDINGS OF FACT

1. The applicant is proposing a subdivision of Lot 19 of Parkwood Subdivision into two (2) lots of over 8,000 square feet through this application. (This will be followed by the subdivision to create four (4) townhouse sublots to accommodate a four unit (detached) residential townhouse development.) Each unit will be approximately 2,445 square feet in size, including an attached one (1) car garage, and each will be two stories tall. The proposed development will replace an existing, older single family structure on the site.
2. This project has gained Design Review approval from the Planning and Zoning Commission, with Findings of Fact signed on June 23, 2014. It has received preliminary

Attachment C

plat approval for the two lot subdivision and the townhouse subdivision from the Commission, with Findings of Fact signed on June 23, 2014. The project has also received preliminary plat approval for the two lot subdivision from with City Council, with Findings of Fact signed on July 7, 2014.

3. The final plat shows the lot line between Lots 19A and 19B shifted approximately 2.5 feet to the east in order to allow a greater setback at the western lot line.
4. Utility and access easements are depicted on the final plat as follows:
 - Ten (10) foot wide sewer line easement along the northern property boundary benefitting the City of Ketchum and the 4 townhome lots;
 - Twenty (20) foot wide access and utility easement along the southern property boundary (in a new private street – Pinevue Lane). This access and utility serves the City of Ketchum, 4 townhome lots, Lot 17 Parkwood Subdivision, and utility easement only to Parkwood Condominiums;
 - Eight (8) foot wide public utility easement along the north side of the access easement in Pinevue Lane; and
 - Ten (10) foot wide public utility easement along the eastern property boundary.

The final plat describes the access and utility easements and beneficiaries.

5. The Planning Administrator has determined that the proposed Pinevue Lane is a private street, resulting in proposed Lot 19B being a corner lot and Lot 19A being served by only Pinevue Lane. The Administrator has determined that, in accordance with the orientation of other lots in the neighborhood and the location of the private access street, the front lot line is the southern lot line of the proposed subdivision and the rear is the opposite northern lot line. The side lot lines are those lines running perpendicular to the front yard line. A standard building setback dimension to the property lines is required to the property lines of new Lots 19A and 19B, and including the interior lot line between Lots 19A and Lot 19B. It is noted that new subdivisions allow for the opportunity to create a new layouts for the development and establish and set the front, rear and side yards for the subdivision.
6. Attachments to the July 14, 2014 staff report:
 - A. Application, including:
 - Application Form, dated July 9, 2014
 - B. Reduced scale final plat, dated July 9, 2014

EVALUATION STANDARDS

16.04 Subdivision Criteria

16.04.040

F. Lot and Block Requirements.

- 1. Lot size, width, depth, shape, and orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings,**

Finding: The existing Lot 19 is 20,037 square feet in size. Proposed Lot 19A will be 8,260 square feet and Lot 19B will be 8,004 square feet in size, in conformance with the minimum lot size. The resultant lot widths will be 91.21 feet for Lot 19A and 96.72 feet for Lot 19B. Minimum lot size in the GR-L zoning district is 8,000 square feet and minimum lot width is 80 feet. The resultant lot shapes are roughly rectangular, and lot orientations are similar to other lots in the same GR-L zoning district. Building setbacks shall comply with the requirements of the zoning code and shall be reviewed as part of the Design Review process. The proposed subdivision is located in between the GR-H zoning district on the south and GR-L on the north and adjacent to the LR zoning district on the west. The layout and density is found to provide a transition between the GR-H and LR zoning districts. Solar access to adjacent properties will not be compromised.

Conclusion: This standard has been met.

- 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contain land with a slope in excess of twenty-five (25) percent based upon natural contours, or create corner lots at the intersection of two or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, water courses and topographical features,**

Finding: The proposed lots are located outside the 100 year floodplain and any designated floodplain hazard area. No wetlands or intermittent waterways are located on the properties. They are relatively flat and do not contain twenty-five (25) percent slope. Lot 19B is located at the corner of Pinewood Lane and the proposed private Pinevue Lane, providing vehicular access to the properties. To meet this requirement, a building envelope has been shown on Lot 19B and a plat not has been added stating that zoning code setbacks requirements in effect at time of permitting shall be met and that setbacks may be may be more stringent than the building envelope as depicted on the plat.

Conclusion: This standard has been met.

- 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty-five (25) feet unless a longer radius is required to serve an existing or future use,**

Finding: The grading plan submitted for Design Review shows a radius of twenty-eight (28) feet at the intersection of Pineway Lane and the proposed Pinevue Lane.

Conclusion: This standard has been met.

4. **Side lot lines shall be within twenty (20) degrees to a right angle or radial line to the street line,**

Finding: Each side lot line is located at about 90 degrees to the street lot lines on the proposed Pinevue Lane.

Conclusion: This standard has been met.

5. **Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s),**

Finding: No double frontage or reverse frontage lots are being created

Conclusion: This standard does not apply.

6. **Minimum lot sizes in all cases shall be reversed frontage lot(s),**

Finding: No reversed frontage lots are proposed.

Conclusion: This standard does not apply.

7. **Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the Office of the Blaine County Recorder prior to or in conjunction with recordation of the final plat.**

Finding: The proposed lots will be accessed from a twenty (20) foot wide access easement that becomes a private street, Pinevue Lane. The final plat shows the legal access easement.

Conclusion: This standard has been met.

- G. **Block Requirements. The length, width, and shape of blocks within proposed subdivisions shall conform to the following requirements:**

1. **No block shall be longer than one thousand two hundred (1,200) feet, nor less than four hundred (400) feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

2. **Blocks shall be laid out in such a manner as to comply with the lot requirements,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

3. **The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, water courses and topographical features,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

4. **Corner lots shall contain a building envelope outside of a seventy-five (75) foot radius from the intersection of the streets.**

Finding: No new blocks are being created with the development and a new corner lot is being created with the new subdivision. The property has been developed for many years with a single family dwelling located on Pinewood Lane. Lot 19B will be located within the 75 foot area as the lot touches both Pinevue Lane and Pinewood Lane. As proposed, no sight distance issues are found. The proposed location of the lots does not create a situation that crowds the streetscape or interfere with light, air and space that might be a safety or aesthetic impact. The intersection is adequate for safe turn movements from private Pinevue Lane and Pinewood Lane.

Conclusion: The intent of this standard is met with the design and layout of the subdivision.

H. **Street Improvement Requirements -**

1. **The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land,**

Finding: The proposed Pinevue Lane intersects the existing Pinewood Lane at a right angle, is consistent with existing topography and neighborhood fabric, does not impact public convenience or safety and provides access to use the property as allowed by the GR-L zoning regulations. Access to the four proposed infill sublots satisfies Comprehensive Plan, Policy H-3.1, Mixture of Housing Types in New Development by providing "a mixture of housing types with varied price ranges and densities that meet a variety of needs."

Conclusion: This standard has been met.

2. **All streets shall be constructed to meet or exceed the criteria and standards set forth in Ketchum Ordinance 276, codified in Chapter 12.04, and all other applicable ordinances, resolutions, or regulations of the city of Ketchum or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified,**
12.04.030. A. Right-of-Way. All private streets shall have a minimum right-of-way equal to the width of the street improvements, including but not limited to, sidewalk, curb and gutter, utilities and snow storage, or as otherwise approved by the City Council.

12.04.030. B. Street Widths. The unobstructed, all-weather surface of a private street shall not be less than twenty (20) feet nor wider than thirty (30) feet unless otherwise approved by the City Council.

12.04.030. C. Street Locations.

Finding: The proposed Pinevue Lane has an unobstructed width of twenty (20) feet.

Conclusion: This standard has been met.

1. Streets are to be arranged in proper relation to topography so as to result in usable lots, safe streets, and acceptable gradient. Grades shall not exceed seven percent.

Finding: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane, as is customary in the town. It has a gradient of two (2) percent.

Conclusion: This standard has been met.

2. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new subdivisions unless otherwise approved by the city.

Finding: Proposed Pinevue Lane intersects with Pinewood Lane to provide access to the proposed subdivision. Pinevue Lane will also be available to connect future development to the west toward Lot 17 of Parkwood Subdivision. An easement to allow for both access and utilities to serve that property are included on the plat. This will allow for greater connectivity and reduce the need for new streets and paved surfaces.

Conclusion: This standard has been met.

3. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that said streets extend to the boundary lines of the tract to facilitate the future extension of said streets into adjacent areas. A reserve strip may be required and held in public ownership.

Finding: Adjoining areas are already subdivided.

Conclusion: This standard does not apply.

4. Minimum sight distance shall be two hundred (200) feet for residential streets and three hundred (300) feet for collector and arterial streets.

Finding: Proposed private Pinevue Lane has an unobstructed length of about two hundred and four (204) feet to its intersection with Pinewood Lane.

Conclusion: This standard has been met.

5. Streets shall be located horizontally and vertically so as to assure positive and effective drainage of storm and other surface waters. Subsurface waters shall be accommodated by approved drains and other facilities as determined necessary by the city.

Finding: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Conclusion: This standard has been met.

6. **Horizontal alignment shall be designed in accordance with AASHTO, geometric highway standards for the design speed of the proposed roadway. All curves shall be simple curves and superelevation shall not exceed six-tenths foot per foot. Unless otherwise specified by the city, the design speed shall be thirty-five (35) miles per hour.**

Finding: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Public Works.

Conclusion: This standard has been met.

12.04.030. D. Intersections.

2. **No more than two streets shall cross at any one intersection.**

Finding: Where proposed Pinevue Lane intersects Pinewood Lane only two streets intersect.

Conclusion: This standard has been met.

3. **Intersections shall be located on a relatively flat grade with appropriate drainage slope. The flat section shall extend a minimum of seventy-five (75) feet each way from the center of the intersection. Maximum of two percent intersection grade will be allowed.**

Finding: The proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane. The Public Works Director/City Engineer is satisfied with the street design.

Conclusion: This standard has been met.

4. **Minimum clear sight distance at all intersections shall permit vehicles to be mutually visible when each is a minimum of one hundred (100) feet from the center of the intersection.**

Finding: At the Pinevue Lane and Pinewood Lane intersection, the sight distance at the intersection is adequate for safe turn movements.

Conclusion: This standard has been met.

5. **Intersections shall be clearly visible a minimum of two hundred (200) feet from the center of the intersection from all roadways.**

Finding: The intersection of proposed private Pinevue Lane and Pinewood Lane is visible from about two hundred (200) feet from Pinevue Lane and is visible from about two hundred (200) feet in each direction on Pinewood Lane. The street design has been approved by both the Public Works Director and the Fire Chief in terms of design.

Conclusion: This standard has been met.

- 12.04.030. E. Cul-de-Sacs. **A cul-de-sac, court or similar type street shall have a maximum length of four hundred (400) feet from entrance to center of the**

turn-around, and all cul-de-sacs shall have a minimum turn-around radius of sixty (60) feet at the property line, and not less than forty-five (45) feet at the curb line.

Finding: No cul-de-sacs are proposed.

Conclusion: This standard does not apply.

3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the council may require a frontage street, planting strip, or similar design features;

Finding: The proposed subdivision does not abut or contain an existing or proposed arterial street, railroad, or limited access highway right-of-way.

Conclusion: This standard does not apply.

4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods,

Finding: Pinevue Lane is proposed to be available through an easement to serve adjoining property to the west in the event of future development.

Conclusion: This standard is met.

5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide a safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing,

Finding: Proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane.

Conclusion: This standard has been met.

6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated,

Finding: No partial street dedication is proposed.

Conclusion: This standard does not apply.

7. Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead-end street serves more than two lots, a temporary turn-around easement shall be provided which easement shall revert to the adjacent lots when the street is extended,

Finding: Proposed Pinevue Lane will terminate at the western boundary of the proposed Vue Subdivision. An easement has been provided to serve potential future development to the west. Each proposed lot and future sublots in the subdivision are provided with its own turn-around so that a turn-around easement is not necessary. The street design meets city and fire codes and is found acceptable to the Public Works Director/City Engineer and Fire Chief.

Conclusion: This standard has been met.

8. A cul de sac, court, or similar type street shall be permitted only when necessary to the development of the subdivision and provided that no such street shall have a maximum length greater than four hundred (400) feet from entrance to center of turn-around, and all cul de sacs shall have a minimum turn-around radius of sixty (60) feet at the property line and not less than forty-five (45) feet at the curb line,

Finding: No cul-de-sacs are proposed.

Conclusion: This standard is not applicable.

9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy (70) degrees,

Finding: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Conclusion: This standard has been met.

10. Where any street deflects an angle of ten (10) degrees or more, a connecting curve shall be required having a minimum center line radius of three hundred (300) feet for arterial and collector streets, and one hundred twenty-five (125) feet for minor streets,

Finding: Proposed Pinevue Lane does not deflect an angle of ten (10) degrees or more.

Conclusion: This standard does not apply.

11. Streets with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited,

Finding and Conclusion: Not applicable.

12. A tangent of at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets,

Finding and Conclusion: Not applicable.

13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confusing with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval,

Finding: Proposed Pinevue Lane is not a continuation of an existing street. Its name has been approved through the preliminary plat process.

Conclusion: This standard has been met.

- 14. Street alignment design shall follow natural terrain contours to result in safe streets, useable lots, and minimum cuts and fills,**

Finding: The site is basically flat and does not dictate cuts, fills, or any unacceptable design features. Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Conclusion: This standard has been met.

- 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets,**

Finding: Proposed Pinevue Lane is connected to existing Pinewood Lane, a street that serves as an efficient collector from the existing neighborhoods.

Conclusion: This standard has been met.

- 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat and all landscaping and irrigation systems shall be installed as required improvements by the subdivider,**

Finding: No reserve planting strip is proposed.

Conclusion: This standard does not apply.

- 17. In general, the center line of street shall coincide with the center line of the street right-of-way and all crosswalk markings shall be installed by the subdivider as a required improvement,**

Finding: The center line of proposed Pinevue Lane coincides with that of existing Pinewood Lane. No crosswalks are proposed or required, since there will be very little traffic generated by Pinevue Lane.

Conclusion: This standard has been met.

- 18. Street lighting may be required by the commission or council where appropriate, and shall be installed by the subdivider as a required improvement,**

Finding: A new replacement street light is proposed at the southwest corner of the intersection of Pinevue Lane and Pinewood Lane in a similar location to the existing street light.

Conclusion: This standard has been met.

- 19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H.2 of this section,**

Finding: The applicant is proposing a private street, Pinevue Lane, to serve the subdivision. The Public Works Director/City Engineer and Fire Chief find the design and proposed construction features to be acceptable.

Conclusion: This standard has been met.

20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city,

Finding: This standard shall be met with a condition of approval.

Conclusion: This standard has been met with the condition that street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city. "Fire lane/no parking" signs shall be installed along Pinevue Lane as required by the Fire Chief.

21. Bridges. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefore,

Finding and Conclusion: Not applicable.

22. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.

Finding: No sidewalk, curb and gutter are required in residential neighborhoods and in the GR-L zoning district.

Conclusion: This standard does not apply.

I. Alley Improvement Requirements. Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty (20) feet. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H.2 of this section.

Finding and Conclusion: Not applicable.

J. Required Easements. Easements, as set forth hereinafter, shall be required for location of the utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

1. A public utility easement at least ten (10) feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility

easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.

Finding: An eight (8) foot wide public utility easement for the proposed water line is located along the northern side of the private street and the street itself includes an easement for public utilities. An additional ten (10) foot sewer line is proposed along the north lot lines, so that water/sewer line separation requirements are met.

Conclusion: This standard has been met.

2. Where a subdivision contains or borders on a water course, drainage way, channel or stream, an easement shall be required of sufficient width to contain said water course and provide access for private maintenance and/or reconstruction of said water course.

Finding and Conclusion: Not applicable.

3. All subdivisions which border the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a ten (10) foot fisherman and nature study easement along the river bank. Furthermore, the council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the river bank which runs through the proposed subdivision.

Finding and Conclusion: Not applicable.

4. All subdivisions which border on the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a twenty-five (25) foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion.

Finding and Conclusion: Not applicable.

5. No ditch, pipe, or structure for irrigation water or irrigation waste water shall be constructed, re-routed, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights thereto. A written copy of such approval shall be filed as part of required improvement construction plans.

Finding and Conclusion: Not applicable.

6. Nonvehicular transportation system easements including pedestrian walkways, bikepaths, equestrian paths, and similar easements shall be dedicated by the

subdivider to provide an adequate nonvehicular transportation system throughout the city.

Finding: There is no non-vehicular link adjacent to the subject property to connect to.

Conclusion: This standard does not apply.

- K. **Sanitary Sewage Disposal Improvements.** Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council, and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety, and welfare.

Finding and Conclusion: Lots 19A and 19B (including proposed sublots) will be connected to the City of Ketchum sewer system and are required to meet all standards of the Ketchum Utilities Department. This has been made a condition of approval.

- L. **Water System Improvements.** A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction thereover. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions and no dead-end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the city of Ketchum.

Finding and Conclusion: Lots 19A and 19B (including proposed sublots) shall be connected to the City of Ketchum water system and shall meet all requirements of the Ketchum Utilities Department. This has been made a condition of approval.

- M. **Planting Strip Improvements.** Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for said

planting strip with the preliminary plat application and the landscaping shall be a required improvement.

Finding and Conclusion: This standard does not apply.

N. Cuts, Fills, and Grading Improvements. Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:

1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.

Finding: The proposed grading has been designed by a civil engineer. No soils report has been submitted or required for the subdivision. The site is relatively flat.

Conclusion: This standard has been met.

2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Said plan shall contain the following information:

a. Proposed contours at a maximum of five (5) foot contour intervals;

b. Cut and fill banks in pad elevations;

c. Drainage patterns;

d. Areas where trees and/or natural vegetation will be preserved;

e. Location of all street and utility improvements including driveways to building envelopes. Any other information which may reasonably be required by the administrator, commission, or council to adequately review the effect of the proposed improvements.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Conclusion: This standard has been met.

3. Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Conclusion: This standard has been met.

4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.

Finding: There are no areas within the proposed subdivision that are not suited for development. The lot is large, relatively flat and not near any water body.

Conclusion: This standard does not apply.

5. **Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.**

Finding: The applicant has indicated their intent to build as soon as all necessary approvals have been obtained. However, staff suggests a condition of approval that, if a building permit is not obtained or if construction commenced but is not completed by October 31, 2014, that existing disturbed areas be revegetated or restored with perennial vegetation sufficient to stabilize the area from erosion.

Conclusion: This standard has been met with the condition that, where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such time as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

6. **Where cuts, fills, or other excavation are necessary, the following development standards shall apply:**

- a. **Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**
- b. **Fills shall be compacted to at least ninety-five (95) percent of maximum density as determined by AASHO T99 (Am. Assoc. State Highway Officials) and ASTM D698 (American Standards Testing Methods).**
- c. **Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.**
- d. **Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top and existing or planned cut slope.**
- e. **Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten (10) feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.**

Finding: The applicant is required to submit a utility plan for approval by the Public Works Director/City Engineer who is authorized to evaluate and approve such plan.

Conclusion: This standard has been met.

- O. Drainage Improvements.** The subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Conclusion: This standard has been met.

- P. Utilities.** In addition to the terms mentioned hereinabove, all utilities including but not limited to, electricity, natural gas, telephone, and cable serves shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.

Finding: The civil engineered grading and utility plans show water and sewer to be undergrounded. Other utilities are not shown.

Conclusion: This standard has been met with the condition that all utilities shall be installed underground prior to City Clerk's signature of the final plat.

- Q. Off-Site Improvements -** Where the off-site impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.

Finding: Addition of 2 lots that allow for up to 4 units of housing into the existing infrastructure of the surrounding neighborhood will not have substantial impact to warrant other public infrastructure improvements.

Conclusion: This standard has been 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 Planning Commission and City Council for review of this application.
4. The proposed final 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 final plat of Vue Townhomes Subdivision, plans dated July 9, 2014, by Alpine Enterprises, Inc.

DECISION

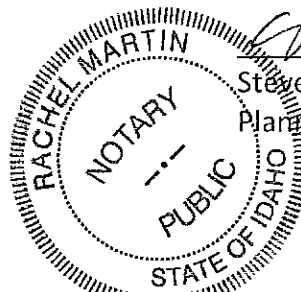
THEREFORE, the Ketchum Planning and Zoning Commission recommends **approval** of this final plat application to the City Council this 14th day of July, 2014, subject to the following conditions:

1. This approval is given for the final plat of the subdivision of Lot 19 into Lots 19A and 19B, dated July 9, 2014, by Alpine Enterprises. Preliminary and final plat approvals are still required in order to create the townhouse sublots. The failure to obtain final subdivision plat approval by the Council within one (1) year after approval of the preliminary plat by the Council shall cause all approvals of said preliminary plat to be null and void;
2. All development of utilities shall be in conformance with City of Ketchum standards and meet with the approval of the Public Works Director/City Engineer;
3. A final plat shall be recorded in the records of the Blaine County Clerk and Recorder. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,

- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
- 5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 6. Street name and fire lane signs shall be installed on the private road in accordance with City of Ketchum standards.
- 7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
- 8. If a building permit is not obtained or construction has not been completed by October 31, 2014, the applicant shall revegetate and otherwise restore any disturbed areas with perennial vegetation sufficient to stabilize disturbed areas.

Findings of Fact **adopted** this 14th day of July, 2014.

STATE OF IDAHO)
) ss.
 County of Blaine)



Steve Cook
 Steve Cook, Acting Chairperson
 Planning and Zoning Commission

On this 14th day of July, 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.

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

City of Ketchum, Idaho

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



July 16, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Natural Resource, Water and Energy Conservation Assessment – Scope of Work

Introduction/History

In an effort to implement the 2014 Ketchum Comprehensive Plan (“Plan”) adopted by the City Council on February 18, 2014, Mayor Jonas requested that I prepare a staff report and a draft scope of work for a Natural Resource, Water and Energy Conservation Assessment (“Assessment” or “scope of work”).

Current Report

The City has some City Code requirements dealing with Green Building codes and general reference to conservation but does not specifically address the goals set forth in the Plan. The attached draft scope of work describes the goals in the Plan that would require future Code amendments in order to implement the Plan for changes of use, new development, infill and the like.

Financial Requirement/Impact

City Staff, mostly from the Public Works Department, and some from the Planning and Building Department, should be able to pull much of the information together described in the scope of work. The City Engineer and the City Attorney’s offices would be part of the team as would engaging Dr. Wendy Pabich, Ph.D. to compile the Assessment. The ordinance amendments would be drafted after the Assessment is complete. The Fiscal Impact is currently estimated at \$30,000 to \$65,000 over the 6-12 months.

Recommendation

If the City Council desires to move forward, I recommend that the City Attorney and the Mayor be directed to return with a budget and an independent contractor agreement for Dr. Pabich that defines her scope of work for portions of the Assessment that she would be tasked to undertake.

Suggested Motion

I move to direct the Mayor and the City Attorney to bring to Council a budget for the Assessment and an Independent Contractor Agreement with Dr. Pabich defining her scope of work, compensation and deliverables for the portions of the Assessment she would be tasked to undertake.

Sincerely,

Susan E. Buxton
Legal Counsel

Attachment 1 draft assessment scope of work

KETCHUM NATURAL RESOURCE WATER AND ENERGY CONSERVATION

IMPLEMENTATION SCOPE OF WORK

Pursuant to Idaho Code §§ 67-6508 and 67-6509, the 2014 Ketchum Comprehensive Plan (“Plan”) was adopted on February 18, 2014, by the Mayor and City Council. The Plan states “Ketchum’s new planning perspective is based on the principle of sustainability” to “reinforce our existing efforts to protect the natural environment and create social and economic vibrancy year-round” (Plan at p.iii). Further, it recognizes that “regional coordination is of particular importance, since so many of the issues facing Ketchum are interjurisdictional, such as transportation, employment, economic markets, and air and water quality” (Plan at p. iv). The Plan pledges that, “We value the quality and quantity of our water resources that we have and will work to conserve them,” and, “We will be excellent stewards of these resources in order to preserve them for the future. W (Plan at p. 10)

One of the goals of Chapter 3: Housing is for new and retrofitted housing to be “energy-efficient” and use “durable and environmentally responsible materials, and implement the best practices site design and construction” (Plan at p. 21). As cited in Chapter 2: Community Design, community design goals include encouragement of “high-performing building and landscape design that reduces energy and water consumption” (Plan at p. 23). In particular, Plan Policy CD-2.5 requires promotion, siting “and use of reusable energy, water conservation...” (Id at p. 27).

Chapter 5: Natural Resources Stewardship, combines several policies and goals aimed at reducing the community’s ecological footprint by promoting efficient use and conservation of energy, water, and natural resources in the existing community and for sustained growth and development (Id at pp 30-32). This chapter specifically calls out the need to: (1) Protect surface water quality (Goal NR3) via stormwater management, drainage way protection, education on use of pesticides and fertilizers in stream setbacks, and exploration of beneficial reuses of treated wastewater for irrigation, commerce, or industry (Policy NR3.3); (2) Protect groundwater quality (Goal NR4) via “implementation of best management practices for residential, commercial, industrial and construction activities” (Policy NR4.1), reduced pesticide and fertilizer use and enhanced use of organic alternatives (Policy NR4.2), and protection of riparian resources (Policy NR4.3); (3) Reduce energy and water consumption by encouraging programs providing financial assistance for relevant residential and commercial retrofits (Policy NR6.5), and appropriately managing and using geothermal hot water (Policy NR6.6); and (5) Reduce water consumption in new and existing development (Goal NR8) by requiring “water conservation features including, but not limited to, native, drought-tolerant plant materials, and high-efficiency plumbing fixtures, and irrigation systems in all new construction and site development “(Policy NR8.1).

Chapter 9: Public Safety and Utilities sets out policies and goals for the economical and efficient provision of utilities, public facilities and services. These include, but are not limited to water conservation, landscaping, reuse water utilization, capital improvements and supply. Plan pp. 53-54. Appendix A of the Plan entitled “Community Profile, Public Safety and Utilities” identifies an “upward trend in water use” and recommends that better estimates for basin yield should be obtained, while the section on Economic Development Resources documents that City expenditures on water and sewer exceeded \$2.9 million in FYE10, representing the single largest line item in the City’s budget, or nearly 30% of total spending.

Further, Appendix B: Compliance with State of Idaho Requirements shows that state-mandated policy directions including improving our surface and groundwater quality and encourage reduced domestic water use.

The City has facilities and master plans for its water and sewer plants that have been approved by the Idaho Department of Environmental Quality (“IDEQ”) that provides information.

In meeting the 2014 Plan’s goals generally outlined above, the next step is to evaluate current and future needs to develop a citywide strategy to enhance natural resource, water and energy use efficiency, reduce consumption, provide long term security in those areas, decrease costs, and provide an economic and competitive advantage. Such a citywide strategy could entail the following deliverables:

1. Evaluate current water and energy footprints and the nexus between the two by compiling, evaluating, and reporting current water and energy utilization trends and wastewater treatment trends from the City Public Works Department, including, among other things, pumping records, effluent discharge, energy use, and associated expenditures. Much of this information is available from the City Public Works Department.
2. In collaboration with the Public Works Department, assess access, supply, flooding, and water quality.
3. Identify priority options for natural resource, and energy conservation, and use efficiency. Compiling monitoring, metering, conservation, technological, and management options that could provide cost savings, resources, natural conservation which could include an analysis of leveraging the water-energy nexus where appropriate.
4. Establishing water use reduction, efficiency, conservation and impact goals, and developing a strategy to meet goals and provide cost savings, reduced energy and water use, and water security. Water use reduction strategies may use regulatory, policy, planning, market, rate or incentive approaches, and use tools that include: metering, use of water efficient appliances, landscaping and irrigation efficiency improvements, alternative use strategies and local land use policy. Cost-benefit analyses might be used to help prioritize various approaches and integrate these and other measures into a comprehensive natural resource and energy strategy.
5. Amend ordinances to implement these goals utilizing the deliverables identified herein. Ordinance amendments may be sought in the following areas: building, landscape, land use, water, wastewater and reuse.

Wendy J. Pabich
P.O. Box 3814
Hailey, ID 83333
(781) 962-1583
www.waterdeva.com
www.waterfuturesinc.com
wendy@waterfuturesinc.com

EDUCATION

Massachusetts Institute of Technology, Cambridge, MA

Ph.D., Environmental Engineering (biogeochemistry and hydrology), Parsons Water Resource Laboratory, 2001

M.S., Urban Studies & Planning, 1995

Duke University, Durham, NC

M.S., Geology (coastal), 1995

Dartmouth College, Hanover, NH

B.A., Geography (*cum laude*), 1988

CERTIFICATIONS

Dispute Mediation (40 hr), Harvard Law School (2013)

Wilderness First Responder (80 hr), Wilderness Medicine Institute

Level 1 Avalanche Training, American Avalanche Association

Open Water Diver, PADI

CONSULTING AND APPLIED EXPERIENCE

Water Futures, Hailey, ID and Salem, MA (2005-present)

President

- Providing strategic technical and policy consulting services related to corporate water risk and security, land and water conservation, sustainable water use, wastewater planning, water rights, and waste-to-energy issues.
- Developed and lead scientific strategy, built and managed research team, worked closely with legal counsel, fundraised, and built coalition in four-year effort to conduct robust due diligence and challenge \$500 million worth of water rights in Idaho's Snake River Basin Adjudication for coalition of ranchers and conservation groups looking to protect agricultural and in-stream water rights.
- Client list includes county governments, municipalities, land trusts, ranching associations, canal companies, non-profits, technology companies, private equity firms, private investors, and Fortune 500 companies.
- Business development and administration, building/managing contract teams, high-level analysis, study design, project management and public presentations.

Tetra Tech EM, Cambridge, MA (2003-2005)

Scientist and Project Manager

- Managed ecosystem restoration projects in New England, including NOAA salt marsh restoration and dam removal efforts, and state beach bacterial studies; developed nutrient management practice.
- Study design, fieldwork, analysis and project engineering.
- Client interface, budgeting, staff and subcontractor oversight, and overall project direction.

Independent Consultant, Marblehead, MA (1993-2005)

- Reviewed states' experiences with effluent trading in watersheds and synthesized requirements for successful program development.
- Analyzed state nitrogen loading policy, modeling and permitting.
- Provided technical review and testimony related to nitrogen load modeling and riverine response, environmental impact assessment, and permit conditions, including groundwater monitoring plans, for a proposed 1,800-home subdivision and wastewater treatment facility.
- Developed methodology to assess natural resource damages (NRD) to groundwater.
- Designed educational materials related to drinking water protection, groundwater/surface water interactions, and contaminate fate and transport.

Environmental Defense, Boston, MA (2001-2003)

Post-Doctoral Scientist, Oceans Program (Advisor: Robert W. Howarth, Ph.D.).

- Developed strategies to address anthropogenic nutrient loading to coastal system, evaluated nitrogen export from agricultural best management practices (BMPs), provided scientific input to national policy process including EPA's proposed Nutrient Criteria program, and evaluated nitrogen reduction opportunities under the U.S. Farm Bill.
- Acted as technical lead for a large, multi-institutional project to develop a pilot nutrient trading program for the Conestoga watershed in Pennsylvania.
- Assessed anthropogenic perturbations to the nitrogen cycle in the US.

**Temple, Barker & Sloane (now Oliver Wyman), Lexington, MA (1989-1991; -93, part-time)
Research Associate/Consultant, Public Policy and Management Group**

- Analyzed environmental regulatory issues including biological monitoring, risk communication, wastewater treatment facility financing, recycling markets, packaging, groundwater contamination, and SRF, RCRA and Superfund.
- Formal training in financial analysis, accounting, writing, analytical techniques, and public speaking.

RESEARCH EXPERIENCE

Massachusetts Institute of Technology, Cambridge and Woods Hole, MA (1995-2001)

Research Assistant, Parsons Water Resources Laboratory (Harold F. Hemond)

Denitrification of anthropogenic nitrogen in groundwater: Measurement and Modeling using stable isotopic and mass balance approaches.

Committee: Harold F. Hemond (chair), Ivan Valiela (Marine Biological Laboratory), Sally Chisholm

- Designed and implemented field-based research project to evaluate rate of denitrification of anthropogenically-derived nitrogen in groundwater from fertilizer, atmospheric deposition, and septic waste, and to assess the role of nitrate and dissolved organic carbon (DOC) as controls on reaction rate using stoichiometry and stable isotopes.
- Investigated the relationship between vadose thickness and DOC to predictively model groundwater DOC concentrations. Developed kinetics model to predict groundwater denitrification rates.
- Designed, constructed, installed and sampled several fields of multi-level groundwater sampling wells, optimized methods for measurement of low level nitrate and ammonium, and developed methods for analysis of N₂/Ar by gas chromatography in aqueous samples.

Massachusetts Institute of Technology, Cambridge, MA (1994)

Research Assistant, Energy Laboratory (Jefferson Tester)

Hydrothermally-Generated Electricity in the United States: An Industry Analysis.

- Analyzed extraction technology, market opportunities, and regulatory framework of domestic hydrothermal industry for U.S. Department of Energy, Geothermal Division.

MIT-Harvard Program on Negotiation, Cambridge, MA (Fall 1993)

Research Assistant (Lawrence Susskind)

- Developed and published role-playing case study to illustrate negotiation strategies in environmental regulation and compliance.

Duke University, Department of Geology, Durham, NC (1991-1993)

Research Assistant (Orrin Pilkey)

A Sedimentological Study of a Replenished Beach: Revere Beach, Massachusetts.

- Designed and implemented field-based research project to evaluate sediment transport mechanics of a beach replenishment project.
- Collected nearshore and beach samples and analyzed sedimentology to estimate transport pathways.
- Evaluated beach profiles to estimate erosion and deposition rates.
- Correlated transport pathways with theoretical model of transport on a log-spiral beach.

TEACHING EXPERIENCE

Massachusetts Institute of Technology, Civil and Environmental Engineering (2008-2009)

Lecturer and Project Supervisor, Evaluation of Dam Projects in Patagonia

- Responsible for curriculum, logistics, budget and teaching for year-long project course, including month-long expedition to Chilean Patagonia.
- Supervised five Masters of Engineering theses assessing impacts of five proposed hydro-electric dams on Rios Baker and Pasqua and 1,400 miles of transmission lines.
- Assessed carbon implications of proposal; modeled options for operational optimization of reservoirs at existing hydro-power facilities closer to Santiago; evaluated risks associated with Glacial Lake Outburst Floods (GLOFs) and flooding in the Rio Baker watershed; and analyzed potential water quality changes.
- Trekged up remote Rio Colonia valley to the Northern Patagonian Ice Field and ran the Rio Baker from ice to sea.

Massachusetts Institute of Technology, Civil and Environmental Engineering (2002-2003)

Lecturer and Project Supervisor, Big and Little Wood River Watershed Nitrogen Loading Assessment, Blaine County, Idaho

- Responsible for curriculum, logistics, budget and teaching for year-long project course; including month expedition to Idaho.
- Supervised three Masters of Engineering theses.
- Assessed nitrogen loading to two watersheds, developed land use-based mass balance GIS model of nitrogen loads and transport, evaluated appropriate management strategies, including nutrient trading and agricultural best management practices (BMPs), and conducted public outreach and education

Massachusetts Institute of Technology, Civil and Environmental Engineering (1996)

Teaching Assistant, Aquatic Chemistry Laboratory

Massachusetts Institute of Technology, Urban Studies and Planning (Fall 1994)

Teaching Assistant, Environmental Policy and Regulation

Duke University Marine Laboratory, Beaufort, NC (Summers 1992 and 1993)

Teaching Assistant, Biological Oceanography

Teaching Assistant, Marine Biology

Sierra Institute

Co-Instructor, Himalayan Field Studies Program, Ladakh, India (Fall 2005)

- Co-instructed semester-long undergraduate field courses in natural history, sustainable development, wilderness skills and environmental education.
- Extended backpacking through remote Himalayan terrain.

The Wild Gift, Sun Valley, Idaho (2003-present)

Advisor

- Advising on curriculum, mentoring students, participating in governance for organization helping to foster leaders focused on sustainable communities and preservation of wilds.
- Participated on three-week educational backpacking and river rafting adventure in the Wrangell St. Elias National Park in Alaska (summer 2003), and in the Boulder/White Clouds (summers 2006 and 2009).
- Mentored student working on sustainable design in urban housing projects.

ART AND FILMMAKING EXPERIENCE

Artist and Scientist-in-Residence, *Land and Water*, Colorado Art Ranch, Carpenter Ranch, Hayden, CO (September 2012).

- Selected to participate in a one-month artist residency program to explore issues related to water and land, and the intersection between art and science.

Collaborative Art, Water Footprinting, *The Ripple Effect*, Peabody Essex Museum, Salem, MA (April 2012)

- Lead a collaborative art project with museum visitors to create an impressive wave sculpture representing the water footprint of one pair of blue jeans (over 2,000 gallons) as a means to reveal the hidden demands on water.

Artist and Scientist-in-Residence, *Wade in the Water*, Colorado Art Ranch, Salida, CO (May 2010).

- Selected to participate in a one-month residency program to explore issues related to water, land use and the intersection between art and science.
- Joined in an Artposium to celebrate the mysteries of water through music, dance, art-making and writing.

Science Advisor, *Patagonia Rising* (2009)

- Developed initial film concept and provided scientific input to documentary film tracing the hydrologic cycle of the Baker River from ice to ocean, providing voice to the frontier people caught in the crossfire of Chile's energy demands, and juxtaposing the pro-dam business sector with renewable energy experts, bringing awareness and solutions to this global conflict over water and power.

Exhibiting Painter (www.wendypabich.com), Hailey, ID (ongoing)

- Exhibiting member of Green Antelope Gallery (www.greenantelope.net), with ongoing exhibitions and individual showing (October 2009), Ketchum Arts Festival, Hailey Artists' Market, St. Luke's Hospital.

Geography Intern, National Geographic Society, Washington, D.C. (Fall 1988)

- Chosen for nationally-competitive geography intern program.
- Created artwork and maps published in Traveler Magazine.

BOARD AND VOLUNTEER POSITIONS

Vice President, Idaho Chapter, International Women's Forum

Board of Directors, High Country News, Paonia, CO (2012-present)

- Charged with broad responsibility for promoting the mission, programs and public image of High Country News, an award-winning print and online magazine dedicated to coverage of natural resource, public lands, ranching, wildlife and communities of the West. Board holds legal, financial and governance responsibilities.

Blaine County Land, Water and Wildlife Levy Advisory Board (2009-present)

Inaugural Board Member

- From inception, envisioning, designing and managing program to properly invest \$3.2 million in levy proceeds to conserve land, water, wildlife and working farms via a standardized and transparent process for consideration of eligible expenditures.
- Evaluating proposed conservation projects relative to levy goals, conservation merits, financial leverage, suitability of conservation partners, and strength of conservation instruments, and making funding recommendations to Board of Commissioners.
- Acting as technical lead and providing counsel on water issues.

Wood River Valley Watershed Project, Hailey, Idaho (2005-present)

- Co-initiator, organizer and fundraiser for \$750,000 study of four-phase, multi-year effort by the U.S. Geological Survey to better understand the groundwater system of the Wood River Valley and provide information for scientifically informed decisions.
- The study assessed groundwater budgets, the hydrologic framework of the aquifer, groundwater and surface water quality, and water table elevation pre- and post-development. A groundwater flow model for resource management was developed using the results.
- Work results are now informing the development of a integrated ground and surface water model that will be used for conjunctive management.

Massachusetts Executive Office of Environmental Affairs, Lakeville, MA. (1999-2000)

Task Force Member, Eel River Watershed Nutrient Technical Advisory Committee

Town of Marblehead Conservation Commission, Marblehead, MA (1995-2000)

Board Member and Vice Chair

- Charged with enforcing Massachusetts Wetlands Protection laws and evaluating and deciding on wetland permit applications.

Environmental Policy Intern, Office of Senator John Kerry, Boston, MA (Spring 1993)

PUBLICATIONS

Pabich, Wendy J. (September 2012) *TAKING ON WATER: How One Water Expert Challenged Her Inner Hypocrite, Reduced Her Water Footprint (without Sacrificing a Toasty Shower), and Found Nirvana*, Sasquatch Books, Seattle, WA.

Pabich, Wendy J. (2008) *Idaho: An Explorer's Guide*. Countryman Press. Woodstock, VT., 384 p.

Bowan JL, Kroeger KD, Tomasky G, Pabich WJ, Cole ML, Carmichael RH and I Valiela. (2007) A review of land-sea coupling by groundwater discharge to New England estuaries:

Mechanisms and effects. *Applied Geochemistry* 22:175-191

Colman JA, Masterson, Pabich WJ & Walter DA (2004) Effects of aquifer travel time on nitrogen transport to a coastal embayment. *Ground Water* 42(7):1069-1078.

Howarth RW, Boyer EW & Pabich WJ. (2002) Nitrogen Use in the United States from 1961 – (2000) and Potential Future Trends. *Ambio* 31:88-96.

Pabich WJ, Valiela I & Hemond HF (2001). Relationship between DOC concentration and vadose zone thickness and depth below water table in groundwater of Cape Cod, U.S.A. *Biogeochemistry*. 55: 247-268.

Valiela I, Bowen JD, Cole ML, Kroeger KD, Lawrence D, Pabich WJ, Tomasky G & Mazzilli S. (2001). Following up on a Margalevian concept: Interactions and exchanges among adjacent parcels of coastal landscapes. In: J.M. Gill, J.L. Pretus and T.T. Packard (eds.), *A Marine Science Odyssey into the 21st Century*. Scientia Marina 65 (Suppl. 2): 217-231.

Westgate EJ, Kroeger KD, Pabich WJ & Valiela I. (2000). Fate of anthropogenic nitrogen in a nearshore Cape Cod aquifer. *Biological Bulletin* 199:221-223.

Pabich WJ and Susskind L. (1999). *Chemco, Inc.: Negotiating Compliance Before the Fact*. In *Negotiating Environmental Agreements: How to Avoid Escalating Confrontation, Needless Costs, and Unnecessary Litigation* by L. Susskind and P.F. Levy

Pabich WJ, Hemond HF & Valiela I (accepted). Denitrification rates in groundwater, Cape Cod, USA: Control by nitrate and DOC concentrations. *Biogeochemistry*.

PRESENTATIONS

Conjunctive Management and Water Conservation, Panel Discussion, Wood River Land Trust, The Nature Conservancy, and Uldaho, Hailey, Idaho, March 7, 2014.

Beyond GDP: Investing for Quality of Place, Panel: Sustainable Energy and Water, 2013 Sustain Blaine Economic Summit, Sun Valley, Idaho, October 8, 2013, Sun Valley.

Taking on Water: How One Water Expert Confronted Her Inner Hypocrite, Reduced Her Water Footprint (without Sacrificing a Toasty Shower), and Found Nirvana, book tour:

High Country Speaker Series, Walking Mountains Science Center, Vail, Co, January 21, 2014

Idaho Rivers United Boise Community Lecture, Boise, ID, September 24, 2013

Water for a Viable Future, keynote address, Ruidoso, NM, April 26, 2013

Charles River Watershed Annual Meeting, keynote address, Cambridge, MA, April 4, 2013

Bear Yuba Land Trust, Armchair Trek Series, Nevada City, CA, March 25, 2013

Idaho Conservation League, Boise, ID, November 15, 2012

Phillips Academy Andover, Andover, MA, November 9, 2102

Charles River Watershed Association, Boston, MA, November 8, 2012

Presidio Graduate School of Management, San Francisco, CA, November 6, 2012

Third Place Books/Puget Soundkeepers, Seattle, WA, November 2, 2012

Broadway Books, Portland, OR, October 25, 2012
Oregon State University, Institute for Water and Watersheds, Corvallis, OR, October 24, 2012
Freshwater Trust, Portland, OR, October 23, 2012
Water: The Ripple Effect, Chicago Ideas Week, Chicago, IL, October 10, 2012
Idaho Conservation League/The Community Library, Ketchum, ID, October 4, 2012
Colorado Art Ranch Artposita, Bud Warner Memorial Library, September 27, 2012
Woody Creek Community Center, Woody Creek, CO, September 24, 2012
The Tattered Cover, Land and Water Series, Denver, CO, September 22, 2012
Bud Warner Memorial Library, Steamboat Springs, CO, September 20, 2012
Sustainable Living Fair, Ft. Collins, CO, September 16, 2012

Taking on Water, Peabody Essex Museum, Salem, MA, April 15, 2012

Patagonia: Ice to Ocean. Chaffee Citizens for Sustainability. Salida, CO, May 19, 2010.

Water Futures. Central Colorado Humanists. Salida, CO, May 9, 2010.

Water: Waste Not, Want Not. Living Future 2009. Portland, OR, May 8, 2009.

The Future of Water. St. Luke's Hospital Brown Bag Series, Ketchum, ID, February 26, 2009.

Ladakh, Land of Many Passes: The Landscape and Economy of the Western Himalayas. Environmental Resource Center Armchair Adventure Series. Ketchum, ID, January 25, 2006.

Howarth RW, Boyer EW & Pabich WJ. *The Nation's Nitrogen Story*. N2001 The Second International Nitrogen Conference. Potomac, MD. October 16, 2001.

Pabich WJ, Hemond HF & Valiela I. *Denitrification rates in groundwater, Waquoit Bay watershed, Cape Cod, MA: Control by nitrate and DOC concentrations* (poster presentation). Gordon Conference. Forested Catchments: Hydrological, Geochemical, and Biological Processes, Andover, NH, July 24, 2001.

Pabich WJ & Howarth RW. *Human influences on the delivery of nitrogen to coastal systems*. American Society of Agronomy & Soil Science Society of America, Northeast Branch, Annual Meeting, W. Greenwich, RI, June 25, 2001.

Pabich WJ, Hemond HF & Valiela I. *Denitrification rates in groundwater, Waquoit Bay watershed, Cape Cod, MA: Control by nitrate and DOC concentrations*. ASLO 2001 Aquatic Sciences Meeting, Albuquerque, NM, February 14, 2001.

Pabich WJ. *Vadose zone thickness and depth below the water table as controls on DOC concentration in groundwater, Cape Cod*. Woods Hole Oceanographic Institution, Challenges in Coastal Groundwater Research, Spring 2000 Groundwater Seminar Series, April 25, 2000.

Pabich WJ. DOC and nitrogen in Cape Cod groundwater. U.S. Geological Survey Cape Cod Toxic Substances Hydrology Research Site Meeting. Westborough, MA, February 3, 2000.

Pabich WJ, Valiela I & Hemond HF. *Vadose zone thickness as a control on dissolved organic carbon (DOC) delivery to groundwater, Waquoit Bay watershed, Cape Cod*. ASLO 99 Conference, Santa Fe, NM, 1999.

Pabich WJ. *Kinetic modeling of denitrification in groundwater on Cape Cod*. MIT Parsons Laboratory, Aquatic Sciences Seminar Series, October 21, 1998.

Pabich WJ. *Measuring rates of denitrification in a sandy coastal aquifer*. MIT Parsons Laboratory, Aquatic Sciences Seminar Series, December 4, 1996.

PANEL DISCUSSIONS

Water: The Ripple Effect. Chicago Ideas Week, Chicago, IL. October 10, 2012.

Our River: A Panel Discussion on the Big Wood River, Sun Valley Center for the Arts, Ketchum, ID. October 14, 2010

Peak Water. Future in Review, Palos Verdes, CA. May 11-14, 2010.

The Promise of Biofuels. Renewable Energy Conference. Snake River Alliance. May 10, 2007. Ketchum, Idaho.

Water and Sustainability. Sun Valley Sustainability Conference. September 27-29, 2006.

Perspective with Gene Dallago. KSVT TV Channel 13, *The Valley's Water Crisis with Drs. Wendy Pabich and Lee Brown*. March 2-9, 2006.

Interactions between the science and policy of nitrogen deposition. Gordon Conference. Forested Catchments: Hydrological, Geochemical, and Biological Processes. Andover, NH. July 24, 2001.

The Scientific/Policy Underpinnings of the Ecoregional Nutrient Criteria. EPA National Nutrient Criteria Stakeholders Meeting. Crystal City, VA. June 27, 2001.

City of Ketchum, Idaho

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



July 11, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Wagon Days Lease Agreement with Sun Valley Company for the Dry Land River Run Upper Parking Lot

Introduction/History

In past years the City has entered into a Lease Agreement with Sun Valley Company to lease the Dry Land River Run Upper Parking Lot and the pasture located on the west side of Sun Valley Road commencing at the red barn landmark and ending at Dollar Road, for use during Wagon Days. The River Run Upper Parking Lot area is used for parking of RV's, and the west side of Sun Valley Road is used for pasture and grazing of livestock.

Current Report

The lease would commence on August 28, 2014 and shall terminate on September 1, 2014. Sun Valley Company has signed the attached lease.

Financial Requirement/Impact

The City will pay Sun Valley Company 25% of all profits generated from charging RV's to park, and one dollar for the use of pasture and grazing of livestock.

Recommendation

I respectfully recommend the City Council authorize the Mayor to sign a lease agreement with Sun Valley Company to lease the Dry Land River Run Upper Parking Lot and the west side of Sun Valley Road from August 28, 2014 until September 1, 2014.

Recommended Motion

"I move to authorize the Mayor to sign a lease agreement with Sun Valley Company to lease the Dry Land River Run Upper Parking Lot and the west side of Sun Valley Road commencing at the red barn landmark and ending at Dollar Road, for use during Wagon Days."

Sincerely,

Katie Carnduff
Administrative Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of June 17th, 2014, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and The City of Ketchum, an Idaho municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described in the attached Exhibit A ("**Premises**"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

ARTICLE I **Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on August 28th, 2014 and shall terminate on September 1, 2014.

ARTICLE II **Rent**

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of pasture and grazing of livestock; and 25% of all profits generated from charging RV's to Park at the River Run Upper Parking Lot. .

ARTICLE III **Use of Premises**

It is covenanted and agreed that the Premises may be used for storage of non-motorized vehicles in designated pasture area and River Run Upper Parking Lot and for any other use approved in writing, in advance, by the Lessor.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

ARTICLE IV
Assignment and Sublease

Lessee will not assign or in any manner transfer this Lease or any interest therein, and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

ARTICLE V
Liability

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and shall indemnify and hold harmless Lessor, its officers, directors, employees and agents against any and all damages, claims, actions or causes of action in any way relating to the Property during the time of this Lease.

ARTICLE VI
Compliance with Laws/Public Records

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor 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 Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Lessor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Lessor shall maintain such writings and records in such a manner that they may readily identify, retrieve and make available for such inspection and copying.

ARTICLE VII
Repairs and Maintenance

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable.

ARTICLE VIII
Public Liability Insurance

Lessee agrees to provide and keep in force during the term of this Lease for the benefit of the Lessor, general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee and Lessor (as an additional insured) against any liability that may accrue against them or either of them on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor.

ARTICLE IX
Fire Insurance

Lessee shall keep the real property and any improvements thereon insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon. Such insurance shall be carried for the protection of both Lessee and Lessor (as an additional insured).

ARTICLE X
Default by Lessee

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within One (1) day after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

ARTICLE XI
Surrender of Possession

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

ARTICLE XII
Waiver of Breach

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

ARTICLE XIII
Costs and Attorneys Fees

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

ARTICLE XIV
Miscellaneous Provisions

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.


This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

LESSOR:
Sun Valley Company,
A Wyoming corporation

LESSEE:
City of Ketchum,
An Idaho Municipal Corporation

By: 
Its: Vice President / General Manager

By: _____
Its: _____
Attest:

Sandra E. Cady, City Treasurer/Clerk

EXHIBIT A
DESCRIPTION OF PREMISES

- Pastures located on the east side of Sun Valley Road commencing at the red barn landmark and ending at Bitterroot Road.
- Symphony parking area located south of Dollar Road across the street from the Pavilion
- River Run upper parking lot only, excluding VIP and Lower River Run parking lots.

City of Ketchum, Idaho

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



July 15, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

2nd Reading re. Ordinance No. 1118, Approving Amendments to Ketchum Zoning Code Title 17, Light Industrial – 2 District, Chapter 17.72.010 (B) Conditional Use Permitted

Introduction/History:

The City Council conducted first reading and a public hearing on this matter on July 7, 2014. The Planning and Zoning Commission has recommended approval of a code amendment that would allow for small restaurants and food establishments to operate in the LI-2 district after 9:00 p.m. through a conditional use permit. Presently the code does not allow operation after 9:00 p.m. The amendment request was made through the application of George Gollaher, through their representative Jim Laski.

Current Report: See attached staff report.

Financial Requirement/Impact: The proposed text changes will have no financial requirement or impact,

Recommendation: Staff respectfully recommends that the City Council conduct a second reading of the proposed text changes amending Ketchum Municipal Code, Title 17.

The Council has the option of waiving the third reading, to continue the review to a date certain for a third reading or for further discussion or to deny the text amendments.

Suggested Motion:

"Pursuant to Idaho Code §67-65, I move to APPROVE the second reading of Ordinance No. 1118."

Sincerely,

Joyce Allgaier, AICP
Director of Planning and Building

**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF JULY 21, 2014**

REQUEST: **Second Reading of Ordinance No. 1118**, Text amendment to Zoning Code Title 17, Chapter 17.72.010.B, Light Industrial District 2 (LI-2).

REGARDING: Amendment to the code language in the LI-2 Zone District that would remove the restriction that restaurants and small food establishments shall not serve later than 9 p.m.

NOTICE: Public hearing notice for the hearing on July 7, 2014 was published on June 18, 2014, in the Idaho Mountain Express. Public hearing notice was mailed to political subdivisions, outside agencies, local radio stations, and local newspapers on June 18, 2014. Noticing requirements have been met.

REVIEWER: Joyce Allgaier, Director of Planning and Building

ATTACHMENTS:

- A. Applicants submittal dated, March 19, 2014, by James Laski, Lawson Laski Clark & Pogue PLLC, representing the owner, George Gollaher
- B. Map of LI-2 Zone District (Zoning Map excerpt)
- C. Map of Adjacent Zone Districts and Land Uses (Aerial Photograph with LI-2 District shown)
- D. Ketchum Zoning Code, Conditional Use Permits section

I. BACKGROUND & REVIEW

1. The applicant, George Gollaher, has applied for a text amendment that would remove the restriction that a restaurant or small food establishment in the LI-2 Zone District may not serve [food/beverages] later than 9 p.m. (See Attachment A) The restriction is written as part of the use description and is mandatory. Restaurants and small food establishments are conditional uses in the LI-2 Zone District, requiring a hearing, review, and decision by the Planning and Zoning Commission. The conditional use permit process allows for the Commission to attach conditions that ensure the conditional use is compatible with uses in the vicinity, is safe and does not cause negative impacts. Restaurants as a conditional use are specifically limited to 1,000 square feet of gross floor area.

2. The subject code provision is cited below and is shown with the applicant's proposed strikeout of language (This is listed as a conditional use in the LI-2 Zone District, Section 17.76.010 (B) Conditional Uses Permitted.)

“Restaurants and small food establishments, provided they are not more than one thousand (1,000) square feet of gross floor area, they serve as

support service to the light industrial district, ~~they shall serve no later than nine o'clock (9:00) P.M.,~~ and off street parking requirements are met.”

Following the public hearing before the Planning and Zoning Commission, the amendment was recommended by the Commission to read:

“Restaurants and small food establishments, provided they are not more than one thousand (1,000) square feet of gross floor area, they serve as support service to the light industrial district, they ~~shall~~ serve no later than nine o'clock (9:00) P.M. unless expressly approved through a conditional use approval, and off street parking requirements are met.”

3. The proposed code amendment would apply to all lands in the LI-2 Zone District. (See Attachment B.) This conditional use provision (for restaurant and small food establishment) is also found in the LI-1 Zone District. Staff does not recommend that the amendment be applied to the LI-1 or LI-3 lands at this time.

4. Typically in the review of a conditional use permit, hours of operation are reviewed on a case by case basis relevant to the proposed use, the site, impacts, and vicinity. The specific requirement in the Ketchum code as part of the use list (for a restaurant...serving no later than 9:00 p.m.) is quite unique in that it blankets the small restaurant use with this limitation. More common is for a code to use and rely upon the provisions that are found in the Ketchum code, Chapter 17.116, Conditional Uses. (See Attachment D). This section includes review criteria and conditions of approval. Staff feels that with the existing Conditional Use code section in place and the opportunity to attach conditions (including hours of operation) that the Planning Commission will have ample opportunity to set hours, and in a more refined way based on a specific application.

5. When evaluating a code text amendment the Commission and City Council should look at the entire property affected by the zoning and code provision in the context of its surroundings, use impacts, and long-term effects, not only certain lots or specific development proposals. Presently there are two restaurants approved as conditional uses in the LI-2 district. One is the current Big Wood Bread Café (Sockeye building) and the other is in the newly constructed Big Wood Bread facility cafe. Both of these restaurants received conditional use approvals. One small food establishment (Penguins) is also found in the LI-2 Zone District. The proposed code amendment would apply to these properties unless their original CUP approvals explicitly noted a closure time or these businesses amended their conditional use permits.

II. COMPREHENSIVE PLAN COMPLIANCE

Chapter 5 A Strong and Diverse Economy:

Policy E-2 (a)

Light Industrial Area as the Primary Location for New Traditional Light Industrial and Corporate Park Business Growth and Jobs

New employment opportunities will focus primarily on clean industries within the City's industrial areas which are evolving into vibrant, mixed-use business places. Traditional light industrial includes service, warehousing, manufacturing, wholesaling, auto-related businesses, rec-tech, bio-technology, and construction.

Staff finds that the provision of food services and those that may offer services beyond 9 p.m. would help support the vision of the LI-2 Zone District as a vibrant area for employment as noted in the policy above.

Chapter 12 Future Land Use: The LI-2 Zone District is identified on the 2014 Ketchum Comprehensive Plan Future Land Use Map with a land use designation of "Mixed-Use Industrial". This land use category supports the current zoning and includes the following description for uses and development as follows:

"PRIMARY USES

Light manufacturing, wholesale, services, automotive, workshops, studios, research storage, construction supply, distribution and offices make up the bulk of development within this district.

SECONDARY USES

A limited range of residential housing types and supporting retail are provided for within this category. Uses should generate little traffic from tourists and the general public.

CHARACTERISTICS AND LOCATION

The Mixed-Use Industrial category is intended to provide critical lands for Ketchum's economic growth and entrepreneurial opportunity within a vibrant business district where people can work and live in the same area."

III. EVALUATION STANDARDS

1. Pursuant to Section 17.152.010 of Zoning Code Title 17, amendments to the zoning ordinance or the zoning map "shall be in accordance with the laws of the State of Idaho and all other applicable City Ordinances". The proposed amendment is in accordance with the laws of the State of Idaho and other applicable City Ordinances. The Council has the right to enact legislation dealing with this issue.

2. Idaho's Local Planning Act, Section 67-6511 states that ordinances establishing zoning districts shall be amended as follows:

(a) Requests for an amendment to the zoning ordinance shall be submitted to the zoning or planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment requested. Particular consideration shall be given to the effects of any proposed zone change upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction. The effects on delivery of service by political subdivision, including the School, Recreation, Cemetery, Fire and Ambulance districts has been considered. The extent and nature of the amendment will not

cause adverse impact to the delivery of services. No comments were received from the public or any agency/jurisdiction to which a notice was mailed.

(b) If the request is in accordance with the adopted plan, the commission may recommend and the governing board may adopt or reject the ordinance amendment under the notice and hearing procedures provided in Section 67-6509, Idaho Code. Staff finds that the proposed amendment is in accordance with the comprehensive plan related to industrial areas.

IV. STAFF RECOMMENDATION:

Planning Staff recommends in favor of the proposed amendments to Zoning Code Title 17 as proposed, finding that the intent and purpose of the Light Industrial Zone District and the Comprehensive Plan support the amendment. Staff further finds that the nature of the LI-2 Zone District has become a diverse mixture of uses and a generator of employees that can be supported by food services after 9 p.m. We do not find that the operation of a food service operation would negatively affect the existing or allowable future uses in the vicinity. Additionally, with the limitation of 1,000 square feet being allowed for restaurant and small food establishment uses, it is not likely that these facilities would generate high numbers of guests and vehicles.

Staff recommends that, as part of the upcoming Ketchum Zoning Code rewrite, the uses and development standards be evaluated in a comprehensive way.

V: COUNCIL OPTIONS:

Deny the amendment to CHAPTER 17.76.010.B. CONDITIONAL USES finding that the amendment request **does not** meet the standards for approval under Section 17.152 of Ketchum Zoning Code Title 17, and Section 67-6511 of the Idaho Code, Title 67, Chapter 65 **because of the following standards** (Council to insert recommended reasons for denial);

Or,

Approve amendment to CHAPTER 17.76.010.B. CONDITIONAL USES are in conformance with the policies of the City's Comprehensive Plan and **do** meet the standards for approval under Section 17.152 of Ketchum Zoning Code Title 17, and Section 67-6511 of the Idaho Code, Title 67, Chapter 65. as proposed by the Planning and Zoning Commission.)

CITY COUNCIL DECISION:

"Pursuant to Idaho Code §67-65, I move to **APPROVE** the second reading of Ordinance No. 1118 amending Ketchum Municipal Code, Title 17, Chapter 17.676.010 (B) Conditional Uses in the LI-2 Zone District."

ORDINANCE NO. 1118

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 17, CHAPTER 17.72.010, CONDITIONAL USES PERMITTED, AMENDING LANGUAGE TO ALLOW FOR RESTAURANTS AND SMALL FOOD ESTABLISHMENTS TO OPERATION AFTER 9:00 P.M. IN THE LIGHT INDUSTRIAL – 2 ZONE DISTRICT (LI-2) IF APPROVED THROUGH A CONDITIONAL USE PERMIT; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a request was made through the City’s application process by George Gollaher for an amendment to the Ketchum Zoning Code, Chapter 17.72.010.B, Conditional Uses Permitted; and,

WHEREAS, the Planning and Zoning Commission considered these text amendments in a work session on June 9, 2014; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on June 9, 2014 and unanimously recommended approval to the City Council, with an amendment to what the applicant originally proposed; and,

WHEREAS, the City Council conducted a first reading and public hearing on July 7, 2014, and a second reading on July 21, 2014, on this matter in accordance with the provisions of the Ketchum Municipal Code and Idaho Statutes.

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

SECTION 1. Light Industrial District 2, Section 17.72.010.B Conditional Uses Permitted, be amended by deleting therefrom the stricken language and adding the underlined language herein below, to wit:

“Restaurants and small food establishments, provided they are not more than one thousand (1,000) square feet of gross floor area, they serve as support service to the light industrial district, they shall serve no later than nine o’clock (9:00) P.M. unless expressly approved through a conditional use approval, and off street parking requirements are met.”

SECTION 3. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Attachment A

SECTION 4. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the code.

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

SECTION 6. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit A, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval and publication.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon the date if its publication as provided by law which is _____, 2014.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this _____ day of _____, 2014.

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



REGULAR KETCHUM CITY COUNCIL MEETING

Monday, July 7, 2014 at 5:30 p.m.
Ketchum City Hall, Ketchum, Idaho

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

Also Present: Ketchum City Attorney Stephanie Bonney
Ketchum Director of Planning and Building Joyce Allgaier
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 5:30pm.

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

- Mayor Nina Jonas said summer arrived with hot weather and a fantastic 4th of July with lots of people on the street.
- Thanks to citizens for keeping fireworks under control, which is a result of outreach and education.
- Ketchum Fire Chief Mike Elle said Stage 1 Fire Restrictions will start very soon. The Hell Roaring Fire got very big very quickly and is about 90% contained. The Colorado Gulch fire west of Hailey was erratic and drew heavy response. Both fires are under investigation.
- Councilor Anne Corrock and Dale Bates put the YOU ARE HERE stickers on the Wayfinding maps. Councilor Corrock noted that she realized just how important sidewalk improvements are.
- Councilor Jim Slanetz said the bike race was a good event.
- Councilors welcomed the new Police Chief.

Communications from Council Liaisons: Ketchum Community Development Corporation

- Councilor Baird Gourlay said the Wood River Economic Partnership (WREP) and Sun Valley Economic Development have officially merged.

Mountain Rides

- Councilor Gourlay said Jazz and local event organizers need to let people know that cars parked in the Mountain Rides pull-out cause problems for the buses and will be ticketed in the future.

3. COMMUNICATIONS FROM THE PUBLIC. *For items not on the agenda.*

No comments at this time.

4. Presentation on the Proposed Galena Groundwater District.

This has been rescheduled.

5. Blaine County Housing Authority Semi-Annual Report

Blaine County Housing Authority Ketchum Board appointee Carter Ramsay sends regrets that he is unable to be at tonight's meeting.

Blaine County Housing Authority (BCHA) Executive Director David Patrie presented the BCHA Semi-Annual Report for the period ending March 31. The Report was sent to all stakeholders and has been on the BCHA website. Patrie reported on Employment and Market Conditions:

- Unemployment in 2013 was 6.3% and is 6.2% this year. The 1% increase in jobs seems small, but it's better than the drop in the last few years. Population growth is than less than 1% from 2013 to 2014, but the three previous years have been a declining population in Blaine County. Tracking job trends is a way to forecast demand for housing. The housing market stayed strong during the five-year Recession, with only one down year (2012) in affordable housing. Owners of affordable housing units didn't take the beating that affected some market-rate owners.
- The number of units sold in the last two years is down about 37%. The median price of \$335,000 for a 1BR or 2BR unit is only about a 3% increase over the last two years. Smaller households of one or two people need an annual income of about \$84,000 to qualify for a loan to buy one of these smaller units in Ketchum. A household of one has to earn about 150% of the AMI and a household of two has to earn about 130%. It's tough to be able to afford anything in the north valley. Single family homes are flat at about \$1 million, and you need to earn about \$270,000 annually.

- In Hailey/Bellevue, the condo/townhouse market is still affordable, but may not be by the end of this year. Hailey/Bellevue single family home sales have declined due to lack of inventory, not lack of demand.
- In Blaine County, the area median income and average wage are higher than average in the State of Idaho. The vast majority of applicants in the BCHA earn an hourly wage.
- In most markets, a “moderate income” family that earns 80% of the AMI cannot afford housing and must rent. Since 2011, the BCHA has documented rentals in the local newspaper. The number of ads in the newspaper for north valley rentals is down 13% and south valley rentals are down 30%.
- BCHA now has 12 rental units. The BCHA is helping affordable housing developers apply for funding and develop rental properties. BCHA has 83 ownership homes that moderate-income people can purchase.
- Ketchum’s support of the BCHA and its housing programs is vital to the area’s economic development. Blaine County competes for visitors and also employees, and needs to be able to recruit and retain employees, which will bring visitors back.
- More affordable houses have sold in the first half of 2014 than all of 2013. When owners of affordable houses sell their homes, the majority transition to market-rate houses.
- The database has an even number of Category 1, Category 3 and Category 4 applicants. Over time, Category 1 applicants have increased and Category 4 applicants have declined.
- Ketchum is the preferred location to live except for households of three or more, which prefer Hailey, even if they work in Ketchum.
- Bankers have difficulty lending money, but some of the more onerous restrictions are being addressed and responsible homeowners can purchase.

ANSWERS TO COUNCILOR QUESTIONS:

- The BCHA shares information back and forth with SVED.
- BCHA is working to get accredited as a tax credit development manager.

PUBLIC HEARINGS.

6. YMCA Minor PUD Amendment – Wood River Community YMCA, applicant, 101 Saddle Road (Tax Lot 6689)

*Also Present: YMCA Executive Director Jason Fry
YMCA greenhouse architect Errin Bliss*

6:13:47 pm Ketchum Director of Planning and Building Joyce Allgaier said this is a proposed Planned Unit Development Amendment of the original YMCA project. The YMCA is proposing a greenhouse, which, according to Ketchum’s subdivision and PUD regulations, requires a PUD Amendment. Ketchum P&Z reviewed the application in both Design Review and the PUD Amendment, and recommends approval.

The YMCA was approved for about 85,000sf. This 980sf greenhouse addition is proposed for the concrete patio located at the southwest corner of the Y, with landscaping and gardens around it. The greenhouse is meant to provide additional learning and experiential space within the Y.

This is a minor amendment to the PUD. Requirements of the original PUD approved for the YMCA remain in effect. The Planning Commission had some conditions for Design Review, which would apply as well. Staff reviewed the lease agreement, and doesn’t feel the need for an amendment to the existing lease agreement between the City of Ketchum and the YMCA. The use proposed is in keeping with the original intent of the YMCA.

APPLICANT:

YMCA Executive Director Jason Fry said this idea was inspired by an urban garden in Chicago where they rehab/job train incarcerated adults and a YMCA after-school program for inner city kids. Gardens in the Wood River Valley are currently at Hemingway School, The Hunger Coalition, Sawtooth Botanical Garden and St. Luke’s; they all feel the YMCA greenhouse is a good initiative and potential partner. The Ketchum YMCA greenhouse is being called a Living Learn Lab and is meant to be an educational tool for healthy living for after-school kids, teens and volunteer adults. The outdoor landscaping area will be done in partnership with the Sawtooth Botanical Garden. Any produce from the greenhouse and gardens will be taken across the street on Thursdays when the Hunger Coalition distributes food at the Presbyterian Church.

The YMCA has a seed contribution for the initial planning and some of the architecture. The YMCA has some additional fund-raising to do. If the YMCA can begin construction in early fall, they will have a working greenhouse mid-winter that they can learn to operate by spring.

The YMCA pays Clearwater Landscape to landscape YMCA grounds. Since the greenhouse replaces a lawn area, there’s no additional financial burden on City services.

PUBLIC COMMENT - NONE

Project architect Errin Bliss said the greenhouse will be solar heated during the day, but will need the radiant floor heat at night.

Ketchum Parks and Recreation Director Jen Smith said Ketchum has a very good partnership relationship with the YMCA. Ketchum's garden has been going since about 2008 and is very popular with Parks and After-School Programming in the fall and spring. The program is taught by Poo Wright Pulliam, who teaches everything from growing to sustainable practices using bugs as pest control. The YMCA will most likely have a younger clientele. Smith said the programs are complimentary.

Councilors were very supportive.

Councilor Baird Gourlay moved to approve the Wood River Community YMCA minor Planned Use Development Amendment and authorize the Mayor to sign the minor amendment to Conditional Use Permit 04-008. Motion seconded by Council President Michael David, and passed unanimously.

7. 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 Golleher, applicant.

Ketchum Director of Planning and Building Joyce Allgaier said this is a public hearing for a requested zone change in the LI-2 by a member of the public. The applicant is George Golleher, represented by attorney Jim Laski.

The LI-2 has a provision that allows for restaurants and small food establishments as a Conditional Use.

The language restricts the size of the restaurant (including kitchen) to 1,000sf, requires the restaurant to provide support to the Light Industrial District, must meet all off-street parking requirements and must serve no later than 9:00 pm.

The applicant proposes that the 9:00 pm restriction be stricken. The Planning Commission held a public hearing. After quite a bit of discussion, the Planning Commission recommended that the City Council approve an amendment to the Code with the following language: "No service past 9:00 pm unless expressly approved through a Conditional Use Permit." Conditional uses typically address uses that may not be a perfect fit in a particular zone district, or uses that should come with certain restrictions or requirements.

There are presently two restaurants in the LI-2. Staff does not recommend that Council consider restaurants in the LI-1 or LI-3 at this time. The existing Bigwood Bread Café in the Sockeye Building has a Conditional Use permit. The new Bigwood Bread Bakery was allowed to have a 1,000sf café. If this Code Amendment is approved, and either of those wanted to operate beyond 9:00 pm, they would individually need to come in for Conditional Use Permit review.

Staff and P&Z discussions:

- Should restaurants in the LI have an option to serve beyond 9:00 pm? Ketchum wants to preserve its Industrial District for what it is and for its function in the community.
- Ketchum has a unique industrial district, with a lot of employees, some residential. It's good to have some support for those employees, but it's a delicate balance.
- Ketchum wants to minimize competition with its downtown core, the most vital and active place in the community.
- The Planning Commission can place specific limitations on what it permits, i.e., operate later than 9:00 pm for one night a week.
- The Code is very clear that residential use in the LI should be secondary to the dominant industrial use. Ketchum doesn't want that many residences in the LI, but doesn't want a restaurant operating late at night to have a negative impact on residences, either.

APPLICANT:

Jim Laski, representing applicant George Golleher and Bigwood Bread LLC, said they proposed the Code Amendment for the Bigwood Bread facility under construction in the LI-2 Zone. Bigwood Bread has a CUP to operate a small restaurant associated with the manufacturing facility and allows for some retail space as well. Laski said the absolute closing time of 9:00 pm doesn't seem like a meaningful restriction, and could impact Bigwood Bread's ability to do some special functions, such as cooking classes, etc. The applicant thinks the time restriction should be a condition and not an arbitrary number in the Code. Laski didn't think a restaurant in the LI-2 limited to 1,000sf would compete with restaurants in the CC.

PUBLIC COMMENT:

- William Glenn, property owner and lessor in the LI-1, is not in favor of restaurants open later than 9:00 pm in the Light Industrial. Grumpy's started out with a Conditional Use Permit for 1,000sf as a venue to supply catering trucks that went to construction sites. They did that for a year or two, until the restaurant was established. Then they added outdoor seating, and are now probably one of the largest restaurants in Ketchum. They are routinely open until 10:00 pm, and sometimes much later. If Ketchum is serious about preserving the LI, it has to prevent cannibalization of the Community Core.
- Vic Carlson said there's a tremendous difference between Grumpy's, which is successful, and Bigwood Bakery, which will be about the same as the existing Bigwood Bread Café. Bigwood Bread will be good for the community, just like its store in downtown Ketchum.
- Bruce Smith thinks one or two restaurants are needed in the LI Zone so people don't have to drive downtown.

COUNCILORS' COMMENTS:

- Councilor Corrock said it doesn't make sense to have a restaurant open after 9:00 pm in the LI. The Comp Plan includes development standards, including operational requirements for non-residential units to insure compatibility with nearby residential units. People who live in the LI are working people, who don't need businesses that are open late. If it's open late for classes, would that fall under a special use permit? Enforcement is a Ketchum weakness. The Comp Plan says secondary uses should generate little traffic from tourists and general public. Councilor Corrock said the City needs to protect the downtown core. She was very apprehensive to go forward with this application, but would like to find a special permit process for classes, etc.
- Councilor Slanetz said the LI was pretty calm late at night, and he didn't see traffic and parking much of an issue. He thought a Conditional Use would be better than completely making it off limits. People who live in the LI know that where they live has a wide range of activities. He is not opposed to extended hours being permissible under a Conditional Use.
- Councilor David is fine with the Conditional Use Permit process. An ordinance would have to be enforced. He didn't think the cannibalization concern is valid just because a restaurant can be open after 9:00 pm.
- Councilor Gourlay said gross floor area doesn't include outside, which is a shortcoming in the Code. Parking is based on seating, but outside seating is not included, nor is outside retail space. Ketchum is trying to protect businesses downtown. A restaurant could have 4,000sf of dining outside. If the restaurant is meant to support the LI, it needs to be rewritten.
- Councilor Corrock would like clear language, beyond just saying 9:00 pm, to provide guidelines for P&Z to follow. Allgaier said the Planning Commission has a set of criteria to judge conditional uses, such as impacts on adjoining properties. There is no criteria that speak to impacts on the downtown.

Allgaier said a Code Amendment can't be for one applicant. Bigwood Bread has 1,000sf for their kitchen, counter and inside seating. They have proposed outside seating in their Conditional Use application, which incurs offstreet parking requirements.

City Attorney Stephanie Bonney said the Conditional Use permit process provides the opportunity to evaluate the compatibility, traffic, location, etc.

Bigwood Bread provides support to Light Industrial District employees by being an easy place to grab a sandwich. Most employees leave after normal working hours.

Allgaier reiterated that this text amendment simply gives a Conditional Use Permit holder the opportunity to request being able to serve beyond 9:00pm. The request could be to allow later hours for certain activities or certain nights. The P&Z's Conditional Use decisions can be appealed to the Council by either party.

Council President Michael David moved to waive the three readings of Ordinance Number 1118 and read by title only. Motion seconded by Councilor Baird Gourlay. In discussion, Councilors Anne Corrock and Jim Slanetz wanted to allow time for the public to voice their opinions. **Motion failed.**

Council President Michael David moved, pursuant to Idaho Code 6765, to approve the first reading of Ordinance 1118. Motion seconded by Councilor Baird Gourlay. Motion passed with three in favor and Councilor Anne Corrock opposed.

8. COMMUNICATIONS FROM STAFF.

Vue Townhomes Subdivision Preliminary Plat – Thomas Monge and Elmar Grabher, 105 Pinewood Lane (Lot 19, Parkwood Subdivision)

*Also Present: Owner Thomas Monge
Applicant Alex Monge
Project architect Nicole Ramey
Bruce Smith, representing the applicant*

Director of Planning and Building Joyce Allgaier said this is an application for a two-lot subdivision with four separate freestanding townhomes. There are a number of single family residences to the north and west. There are a number of multi-family complexes and subdivisions to the south. The property is zoned GR-L.

There is a private deed restriction on the property that has been brought into question. City Attorney Stephanie Bonney said there had been in-office debate on this question, and she asked attorneys in other cities if they enforced private deed restrictions. Private deed restrictions are usually contained in CC&Rs, which the City does not enforce. Attorneys may have legitimately different positions, but City Attorney Bonney felt this was more akin to a CC&R, a private right of action that may or may not lie, and is actually not a part of Ketchum ordinances or conditions. It is City Attorney Bonney's recommendation, along with staff, that Ketchum not address the private deed restriction, recognizing that there may be a private right of action to prevent the subdivision 7:15:01pm, but the City is not in a position to determine whether or not this is a valid deed restriction and whether or not it should be enforced. The recommendation is that the City not impose a condition that would require a judicial determination on whether or not this property could be subdivided. There are neighbors that have attorneys that feel the City should impose this condition, and the City Council

could legitimately decide to do that. There is no clear path of action. There are no cases that provide any direction on where a judge would go. City Attorney Bonney feels the safest route for the City is to call this a private cause of action.

City Attorney Bonney said she had received an email this evening that a lawsuit was filed in District Court by one of the neighbors to enforce this deed restriction. The City is not named as a party to that particular lawsuit, which enforces her belief that this is a private right of action that the City should not get involved with.

Councilor Corrock asked how this lawsuit affected Council's action on the application. City Attorney Bonney said that, even if Ketchum were named in a lawsuit, unless a plaintiff or defendant asks for an injunction, it does not stop any of the processes going on. The City may approve this to be subdivided, but that doesn't mean there isn't some other private right that prohibits the subdivision. The City's only job is to decide if the application meets the City's requirements and the City's ordinances. City Attorney Bonney feels that this private deed restriction is outside Ketchum's requirements and ordinances. She said Ketchum does not have jurisdiction to deny the application because of the private deed restriction if it seems to meet all of Ketchum's requirements. If the applicant gets approval from the City for a private right of action, a Court may stop them from doing the subdivision. The private deed restriction doesn't affect the City of Ketchum directly. The City cannot stay its own proceedings based on the lawsuit. The developer can voluntarily ask to stay the application, rather than take a chance on getting a vote they don't want; but they have the right to have a decision on their application regardless of what's going on with an outside lawsuit. Unless the applicant requests a stay or agrees to a stay, the City has to legally proceed with some decision. The City could decide to condition their decision on a legal determination, but City Attorney Bonney would like to discuss conditioning the decision with the City Council before they consider doing that.

7:20:32 pm Allgaier said this application wouldn't have gotten this far if staff really felt that this issue was truly an impediment. Allgaier said Council also needed to discuss the new proposed Pineview Lane that is proposed to access and service these four new lots in the subdivision. Staff believes it to be a private street, because it serves four lots and an additional Lot 17 to the west of the proposed four lots. Pinewood is the existing main public street. There's an easement across the private street that would serve each subplot and Lot 17, which is subdividable based upon existing zoning. The easement will provide utility easement to the property to the south. There's a water line in the easement and a new sewer main proposed at the north side of the property.

The definition of "private street" is serves more than four units, which is an odd provision because a private street usually serves fewer and not more residential parcels. The definition of private street is important because setbacks are taken from streets. All the new proposed residences would front on the private street.

A new subdivision is a blank slate of land. New subdivisions pose the opportunity to establish new yards, new lots and a new layout of land.

The proposal is to subdivide an existing 20,000+sf lot into two lots that are 8,000+sf. The minimum lot size is 8,000sf. Each of those two lots will be subdivided into two sublots. In this LR zone district, two housing units can be put on a single lot, either a duplex or two freestanding units. Design Review is required for townhouse developments. The Planning Commission has already approved the two-lot subdivision; preliminary approval for the townhouse subdivision and four lots; and Design Review approval for the townhouse residential units.

An oddity of Ketchum Code is that an applicant cannot come before Council for a townhouse subdivision until they've obtained a building permit for at least one townhouse.

Lot coverage is about 29%, which is under the maximum 35%. The building maximum height of 26ft is well under the 35ft maximum allowed. The front yard setback minimum is 15ft and their front yards are 28ft. The rear setback of 15ft is met. There is no setback requirement to a subplot line, but there is a setback requirement (1ft for each 3ft of height) to the property line. When a subdivision abuts more restrictive zoning, as it does here, the setback for that lot is 1ft for every 2ft of height. 7:29:00pm

Parking required is two spaces per unit. The project provides 11 parking spaces. All units have two spaces, including one-car garage; and some of the units have three spaces. Each lot has snow storage for driveway and walkway. One neighbor has requested that the road not be paved to the last 10ft, to allow for better permeability in that area; and the snow not be plowed to the property line, where it will melt across the property line. The applicants have indicated they will work around the zigzag fence that has been in the neighborhood for a long time.

Units are contemporary design, using natural materials, metal and barnwood siding. Units have an open floor plan with 3 bedrooms, 2½ baths, garage with ample storage for toys, laundry room and mudroom.

The Planning Commission was concerned about the pavement between Parkwood and the new driveway. Staff encouraged that Parkwood driveway be utilized for Vue Townhomes to save pavement, but that didn't happen. The Planning Commission asks the applicant to preserve the landscaping between the two properties where possible and replace what is removed or damaged, and also provide more landscaping on the west property line.

Staff and the Planning Commission recommend approval of the application and consider the location appropriate for infill and transition among the densities around it.

APPLICANT:

- Project architect Nicole Ramey described surrounding housing stock and density.

- Applicant Alex Monge said they didn't consider a flag lot because they wanted to build four units for sale.

PUBLIC COMMENT:

- Bruce Smith, representing the applicant, said tonight's application is just for subdivision preliminary plat [7:51:47pm](#).
- Gary Allen, attorney representing Bob Korb, owner of Lot 17. Mr. Korb supports in-fill housing and supports this project with minor modifications. He requests that the proposed unit adjacent to his property be set back 20ft from the property line rather than 13ft so he gets benefit of the rear setback, which was lost because the road was crammed in there. If the City of Ketchum is not willing to make that condition, Mr. Korb needs to make a record on two significant vulnerabilities in this project: Pineview Lane does not meet the definition of a public street or private street; the driveway does not serve more than four dwelling units as required by the Code, and Mr. Korb does not need or want additional access. It's also insufficient to say the road could serve future developments; the Code requires it to serve actual lots, not speculative lots. It is not possible to create an additional lot in Mr. Korb's backyard because of a deed restriction just like the one on the Vue Townhomes lot. Ketchum Street Standards require a temporary or permanent turnaround for emergency vehicles, and neither is provided. The private road lacks snow storage. The recent Idaho Supreme Court authority requires the City to impose a condition of approval for the developer to clean up the deed restrictions that inhibit subdivision of Lot 19. The deed restriction states that no lot shall be divided and therefore increase the number of structures that may be placed thereon. The Court, not the City, will resolve these questions, and a suit was filed today. Can the City ignore the presence of that issue and suit or are they required to condition the development on resolution of the suit. The City should require the developer to resolve this question before this development moves forward. If the City does not place that condition of approval on the development and wash its hands of the issue, and the case proceeds to judicial review, the City is likely to be named in that suit. Allen submitted a page of proposed conditions of approval. He reiterated that Mr. Korb's primary request was for the 20ft rear setback.

Applicant Alex Monge said they would love to accommodate their neighbors, but a 20ft rear setback would not allow them to split the entire lot in half and get four separate 8,000+sf lots.

Applicant Elizabeth Grabher said their attorney Fritz Haemmerle could not be present at tonight's meeting. Mr. Haemmerle wrote a letter to the City of Ketchum explaining the deed restrictions. She said she and Mr. Monge had grown up in Ketchum and really wanted to see it thrive again, with young people living here. Their company name, Infinity Projects LLC, was chosen to represent new projects and new products to get families back into Ketchum.

- Lisa Horowitz encouraged Council to take a close look at the engineer's drawing of the two lots in the GR-L, which meet the 8,000sf required minimum and should work with the 20ft setback. Staff's interpretation of front and side yard should not need to be changed.
- Stephanie Reed said this kind of project is needed in this area. Units have nice square footage, with a garage, and walkability into town.
- Jed Gray said this is a perfect transitional infill project. Realtors are looking for free-standing units at a reasonable price for families.

Tom Monge, co-owner of the project, said he and co-owner Elmar Grabher looked all over for a lot for this kind of project, and thought this was the best location for a transition project.

STAFF AND COUNCILORS' COMMENTS:

- Councilor Gourlay said the 20ft driveway doesn't seem big enough for this development. He questioned the setbacks and how cars can back out and turn around. He was very concerned about snow storage.
- Alex Monge said CC&Rs specify that snow would be removed from the private street every time it snows.
- Ketchum Fire Chief Mike Elle is comfortable with the 20ft driveway. No turnaround is required.
 - City Attorney Stephanie Bonney said the Code says a private road must provide access to more than four lots. It does not distinguish if this is current or future access. She said the access road, snow removal and road are important questions related to whether this property can legitimately be subdivided in this particular area. Preliminary plat is the time to look at setback issues. Final plat is a determination on whether the application complies with preliminary plat and conditions of approval.
- P&Z looked at setbacks. There was not a hard proposal for 20ft by Mr. Korb at the time, but P&Z discussed setbacks and held the applicants to the more restricted standard of adjoining neighboring property. City Attorney Bonney said Mr. Korb's attorney is raising the issue of whether that's a private street and where the front of the lot is and what are the required setbacks.
- Allgaier said a street of this nature has to provide access to adjoining properties in the eventuality of further development.
 - Councilor Slanetz asked about sharing the road with the neighboring property. Allgaier said it would have been a nice arrangement, and even allowed a small pocket park, but it takes partnership.

Alex Monge said it was unlikely any property owner would allow another project to use a private road across their property.

Lisa Horowitz said Subdivision Code in GR-L is two 8,000sf lots. Within that are sublots, which don't have to be exactly 4,000sf. A subplot can be as small as the perimeter of a building.

- Allgaier said it wasn't that simple. Each lot would need a minimum of 13ft to the property boundary down the middle of the subplot.

Ramey said Sublots 2 and 3 abide by the 1ft for every 3ft setback; and the buildings have passed building permit review.

- City Attorney Bonney said the potential "lawsuit" by Mr. Korb would be a Petition for Judicial Review, with the claim that the access road does not comply with the City's requirements and that the City should have conditioned the approval of the subdivision on judicial determination on whether or not they have the authority to subdivide the lot.
 - Councilor David asked the applicant to see if they could shift a little to see if everyone can avoid a lawsuit.
- Alex Monge said they had designed the units the best they could.

- Allgaier said the property meets all requirements to subdivide from one lot into two lots.
- Councilor Corrock said she would have preferred to see the subdivision without all the confusion.

Council President Michael David moved to approve the application by Thomas Monge and Elmar Grabher for subdivision of Lot 19 Parkwood Subdivision into Lots 19a and 19b Preliminary Plat with conditions 1 through 9. Motion seconded by Councilor Jim Slanetz, and passed with three in favor and Councilor Anne Corrock opposed.

9. AGREEMENTS AND CONTRACTS.

Internet and Telephone Service Provider Contract

Ketchum Fire Chief Mike Elle said Council discussed this contract at the last meeting. Ketchum is switching Internet Service Providers to save money and gain technological advantage.

Councilor Baird Gourlay moved to approve CenturyLink ISP contract in an amount not to exceed \$2,000 per month, and the contract edits to be approved by the City Attorney, and authorize the Mayor to sign the contract. Motion seconded by Councilor Jim Slanetz and passed unanimously.

10. COMMUNICATIONS FROM THE PRESS.

There were no questions from the press at this time.

11. CONSENT CALENDAR

- a. Approval of minutes: June 16, 2014
- b. Recommendation to approve current bills and payroll summary.
- c. Approval of 2013-14 and 2014-15 Liquor, Beer and Wine Licenses.
- d. Agreement with Ralph Harris and the City of Ketchum's Ketchum Arts Commission for an artist commission to illustrate a Sun Valley Company ski lift Gondola Car.
- e. Powder Creek Phase IV Development Agreement Amendment, Robert Sarchett, 300 South Second Avenue, Unit 4 (Powder Creek Townhomes, Sublot 4.)
- f. Findings of Fact and Decisions of Law regarding:
 - i. AWE Development Agreement Amendment
 - ii. Vue Townhomes Subdivision Preliminary Plat.

Council President Michael David moved to approve the Consent Calendar, seconded by Councilor Baird Gourlay. Motion passed unanimously.

12. EXECUTIVE SESSION to discuss:

- a. Labor Relations pursuant to Idaho Code §§67-2345 1(c).
- b. Litigation pursuant to Idaho Code §§67-2345 1(f).
- c. Personnel pursuant to Idaho Code §§67-2345 1(b).

Council President Michael David moved to go into Executive Session for labor relations, pursuant to Idaho Code 67-2345 1(c), litigation 67-2345 1(f), and Personnel 67-2345 1(b). Motion seconded by Councilor Jim Slanetz. Roll call: Councilor Anne Corrock yes, Councilor Jim Slanetz yes, Council President Michael David yes, Councilor Baird Gourlay yes. Motion passed unanimously.

13. ADJOURNMENT

Council President Michael David moved to adjourn at 9:30 pm. Councilor Jim Slanetz seconded the motion, and it passed unanimously.

ATTEST:

Nina Jonas
Mayor

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
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0711141	State Withholding Tax Pay Period: 7/11/2014	6,424.00
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	9600398	Workmen's Comp	14,767.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0711141	Health Ins - Family Pay Period: 7/11/2014	315.66
III-A	PR0711141	Health Ins - Employee + Spouse Pay Period: 7/11/2014	318.80
III-A	PR0711141	Health Ins - Family Pay Period: 7/11/2014	473.49
III-A	PR0711141	Health Ins - Employee + 1 Chld Pay Period: 7/11/2014	40.05
III-A	PR0711141	Health Ins - Employee + 2 Chld Pay Period: 7/11/2014	124.44
III-A	PR0711141	Health Ins - Family Pay Period: 7/11/2014	157.83
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0711141	AFLAC After-Tax Pay Period: 7/11/2014	178.47
AFLAC	PR0711141	AFLAC Pre-Tax Pay Period: 7/11/2014	754.78
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0711141	Dental Insurance - 1 Child Pay Period: 7/11/2014	69.28
DELTA DENTAL PLAN OF IDAH	PR0711141	Dental Insurance - Spouse Pay Period: 7/11/2014	222.84
DELTA DENTAL PLAN OF IDAH	PR0711141	Dental Insurance - Family Pay Period: 7/11/2014	785.74
DELTA DENTAL PLAN OF IDAH	PR0711141	Dental Insurance - 2+ Child Pay Period: 7/11/2014	122.28
01-2173-3000 P/R DEDUC PBL--PEBS CO			
NATIONWIDE RETIREMENT SOL	PR0711141	Nationwide - 0026904-001 Pay Period: 7/11/2014	3,366.63
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0711141	Child Support Pay Period: 7/11/2014	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0711141	Pioneer Federal Credit Union Pay Period: 7/11/2014	1,800.00
01-2175-1000 P/R DEDUC PBL--UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR0711141	Union Dues Union Dues Pay Period: 7/11/2014	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0711141	125 Medical Savings Pay Period: 7/11/2014	1,260.90
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0711141	125 Dependant Care Pay Period: 7/11/2014	650.00
Total :			32,816.87
LEGISLATIVE & EXECUTIVE			
01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	15.75
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	48.85
01-4110-3100 OFFICE SUPPLIES & POSTAGE			
BUSINESS AS USUAL	120610	Office Supplies	12.25
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-06/14	ACCT. 1856	46.97
PERRY'S	060914	Interviews	226.65
SUN VALLEY NATURAL SPRING	27649	Water Cooler & Bottles for Meeting Room	23.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	06/25/14	City Tent	1,447.45
01-4110-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	10.95
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
US BANK	06/25/14	Ray Thanks You - Gondola Ride	80.00
01-4110-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	80.79
Total LEGISLATIVE & EXECUTIVE:			2,034.37
ADMINISTRATIVE SERVICES			
01-4150-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	22.95
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	179.50
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	544-001	Pens and Paper	64.47
COPY & PRINT, L.L.C.	59237	Index	31.45
COPY & PRINT, L.L.C.	59300	Office Supplies	15.28
COPY & PRINT, L.L.C.	619-001	Stapler	17.99
LEXISNEXIS MATTHEW BENDE	60412224	Code	62.43
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
SUN VALLEY NATURAL SPRING	27649	Water Cooler & Bottles for Meeting Room	23.47
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	58557	CONTRACT SUPPORT	322.89
GRANT, SUZANNE	061614	CC Minutes 06/16/14	270.00
GRANT, SUZANNE	07/07/14	CC Minutes 07/07/14	195.00
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	19.00
US BANK	06/25/14	Constant Contact	61.75
US BANK	06/25/14	Business Wire	355.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-06/14	Acct. 2196	353.72
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
US BANK	06/25/14	Travel & Training - Lisa Enourato	270.07
JOHN PATTERSON	071014	Reimbursement for Travel Expenses	787.90
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1305749928	ACCT. 74754376	67.11
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	312.69
SENTINEL FIRE & SECURITY, IN	180200	Quarterly Monitoring Fee	84.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10366	Computer Maintenance	1,425.00-
01-4150-5200 UTILITIES			
City of Ketchum	1127-06/14	Acct. 1127	29.87
City of Ketchum	9997-06/14	Acct. 9997	662.93
CLEAR CREEK DISPOSAL	814657	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	815843	ACCT. 960	111.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDAHO POWER	2200749261-06	ACCT. 2200749261	1,256.27
IDAHO POWER	2203855230-06	ACCT. 2203855230	92.20
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ATKINSONS' MARKET	1856-06/14	ACCT. 1856	15.60
CHATEAU DRUG CENTER	1224551	Supplies	9.48
KEARNEY PAINTING, JOHN	480123	Meeting Room Paint	240.00
MAESTRO TECHNOLOGY SOLU	2284	Projector Repair	184.99
MIKES ELECTRONICS & VACUU	2210	Vacuum	277.00
SENTINEL FIRE & SECURITY, IN	179993	Repairs	65.00
GLASS MASTERS	90790	Replacement Glass & FS House	76.69
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
US BANK	06/25/14	Server Room Supplies	302.87
Total ADMINISTRATIVE SERVICES:			5,517.59
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	50525	1536-03 - General	12,122.03
MOORE SMITH BUXTON & TUR	50528	1536-27 - General P&Z	2,893.13
MOORE SMITH BUXTON & TUR	50529	1536-39 - RPP Application	3,004.63
MOORE SMITH BUXTON & TUR	50532	1536-49 - Fire	1,771.10
MOORE SMITH BUXTON & TUR	50533	1536-50 - Parks & Recreation	290.07
MOORE SMITH BUXTON & TUR	50535	1536-52 - Clerk & Admin.	511.88
Total LEGAL:			20,592.84
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	36.90
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
01-4170-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	23.10
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-06/14	Acct. 2196	566.44
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
AMERICAN PLANNING ASSN	275886-12114	APA Membership	235.00-
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ATKINSONS' MARKET	1856-06/14	ACCT. 1856	26.95
Total COMMUNITY PLANNING/DEVELOPMENT:			459.63
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
A.C. HOUSTON LUMBER CO.	14-390592	Supplies	40.57
VIEWPOINT, INC.	23719VP	Infrastructure Project	227.50
SEAN TAJKOWSKI	07/01/14	Infrastructure	2,500.00
ROCKY MOUNTAIN ELECTRIC &	1594	Infrastructure Project	16,316.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
ROCKY MOUNTAIN ELECTRIC &	1596	Infrastructure Project	3,466.30
ROCKY MOUNTAIN ELECTRIC &	1597	Infrastructure Project	10,311.41
Total CONTINGENCY:			32,862.36
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
Total POLICE:			41.24
BUILDING			
01-4240-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	5.40
01-4240-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	4.47
01-4240-4210 PROFESSIONAL SERVICES-IDBS			
DIVISION OF BUILDING SAFETY	07/03/14	May Building Permit Fees	7,839.00
DIVISION OF BUILDING SAFETY	07/03/14	May Building Plan Check Fees	2,517.00
DIVISION OF BUILDING SAFETY	07/03/14	June Building Permit Fees	7,407.00
DIVISION OF BUILDING SAFETY	07/03/14	June Building Plan Check Fees	2,825.00
Total BUILDING:			20,597.87
Total GENERAL FUND:			114,922.77
WAGON DAYS FUND			
WAGON DAYS EXPENDITURES			
02-4530-3200 OPERATING SUPPLIES			
SUN VALLEY EVENTS	071014	Reimbursement for Bleachers	3,229.50
Total WAGON DAYS EXPENDITURES:			3,229.50
Total WAGON DAYS FUND:			3,229.50
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	66.60
04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	123.52
04-4310-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-06/14	ACCT. 1856	9.48
D AND B SUPPLY	11044-06/25/14	ACCT. 11044	65.17
D AND B SUPPLY	176655	Overpayment	89.98
DAVIS EMBROIDERY	23057	Supplies	36.00
FASTENAL COMPANY	IDJER48304	Supplies	46.67
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
TREASURE VALLEY COFFEE IN	2160:03683766	Supplies	54.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-398861	Supplies	14.66
04-4310-3500 MOTOR FUELS & LUBRICANTS			
SINCLAIR FLEET SERVICES	37014672	acct. 0464-00-747801-9	39.00
UNITED OIL	769133	ACCT. 37269	1,901.79
04-4310-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	50534	1536-51 - Streets	40.95
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	38.76
PUBLIC WORKS 1 INC.	112	Pavement Mangement Program	4,500.00
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	06/25/14	LEED Credentials	41.66
04-4310-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1305749928	ACCT. 74754376	7.48
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	119.80
DATATEL	204433	Fax Maintenance	169.00
04-4310-5200 UTILITIES			
City of Ketchum	9993-06/14	Acct. 9993	178.24
City of Ketchum	9999-06/14	Acct. 9999	137.55
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	71.39
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	17.12
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	5.23
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
US BANK	06/25/14	Strobe Lights	401.45
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	14-397950	Supplies	12.49
FASTENAL COMPANY	IDJER48754	Supplies	16.87-
FASTENAL COMPANY	IDJER49436	Supplies	11.76
FREIGHTLINER OF IDAHO	153941	Parts & Supplies	668.16
KENWORTH SALES COMPANY	JERIN994616	Supplies	84.58
NAPA AUTO PARTS	6538-73753	Supplies	16.09
NAPA AUTO PARTS	781008	Supplies	8.00
NAPA AUTO PARTS	781110	Supplies	9.75
NAPA AUTO PARTS	781120	Supplies	74.48
NAPA AUTO PARTS	781148	Supplies	116.24
NAPA AUTO PARTS	781943	Supplies	59.22
RIVER RUN AUTO PARTS	6538-73900	Supplies	29.80
LACAL EQUIPMENT, INC.	194745	Parts & Supplies	378.67
FIVE FISH PRESS	6630	Decals	80.00
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400334157	ACCT. 241076800	69.25
KETCHUM COMPUTERS, INC.	10479	Computer Maintenance	120.00
NORCO	13852538	ACCT. 53271	219.48
SENTINEL FIRE & SECURITY, IN	180201	Quarterly Monitoring Fee	84.00
SENTINEL FIRE & SECURITY, IN	180386	Quarterly Monitoring Fee	84.00
04-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-915403	Signage	589.18
ECONO SIGNS LLC	10-915445	Signage	34.16
ECONO SIGNS LLC	10-915559	Signage	514.40

Vendor Name	Invoice Number	Description	Net Invoice Amount
SAFETY SUPPLY & SIGN CO.	143775	Cones	936.50
US BANK	06/25/14	RV Parking Signs	511.00
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857-06	ACCT. 2201013857	28.77
IDAHO POWER	2204535385-06	ACCT. 2204535385	155.16
IDAHO POWER	2206773224	ACCT. 2206773224	10.84
RIVER RUN AUTO PARTS	6538-74253	Supplies	1.92
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
COATINGS PLUS	6169	Paints	40.00
FASTENAL COMPANY	IDJER49381	Supplies	995.65
FASTENAL COMPANY	IDJER49499	Supplies	231.51
LUTZ RENTALS	37745-1	Blades	112.50
PIPECO, INC.	135191	Supplies	.77
SHERWIN-WILLIAMS CO.	8483-9	Supplies	133.95
SHERWIN-WILLIAMS CO.	8507-5	Supplies	133.95
WALKER SAND AND GRAVEL	14252	Road Materials	4,613.13
Total STREET:			19,190.07
Total STREET MAINTENANCE FUND:			19,190.07
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	45.36
10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	924.50
10-4230-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBOI1153789	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBOI1158190	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBOI1162502	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBOI1166895	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBOI1171225	Cleaning Services	14.77
ATKINSONS' MARKET	1841-06/14	ACCT. 1841	7.59
BARBARA'S PARTY RENTAL, IN	062114	Tent Rental	375.00
CHATEAU DRUG CENTER	1210836	Supplies	6.16
CHATEAU DRUG CENTER	1213336	Supplies	2.84
CHATEAU DRUG CENTER	1218925	Supplies	10.92
CHATEAU DRUG CENTER	1223013	Supplies	7.58
COPY & PRINT, L.L.C.	58668	Posters	17.85
DAVIS EMBROIDERY	22943	Embroider Services	10.50
DONNELLEY SPORTS	14550-00	Shirts	291.22
INTERSTATE BATTERY CENTER	24871757	Parts & Supplies	31.71
JANE'S ARTIFACTS	19346	Baloons	42.50
L.N. CURTIS & SONS	3148107-00	Supplies	40.73
LIVE AUDIO PRODUCTION	070114	Fire Service Appreciation Day	87.50
PAUL CONWAY SHIELDS	348557	Supplies	44.23
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	20.62
RIVER RUN AUTO PARTS	6538-73837	Parts & Supplies	18.13
UNIFIED OFFICE SERVICES	185233	Office Supplies	17.19
UNIFIED OFFICE SERVICES	185605	Office Supplies	11.81
US BANK	06/25/14	Cliff Bars	140.24
YORK'S AUTO SERVICE, DICK	62098	Towing	25.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
YORK'S AUTO SERVICE, DICK	62099	Towing	25.00
10-4230-3500 MOTOR FUELS & LUBRICANTS			
CHEVRON AND TEXACO CARD	7898225623	Acct. 7898225623	183.64
UNITED OIL	769131	ACCT. 37267	194.09
10-4230-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	31.29
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	06/25/14	Union Meeting Lunches	69.12
10-4230-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	5669702	ACCT. 1.10022032	21.24
VERIZON WIRELESS, BELLEVUE	9726916330	ACCT. 765494480-00001	83.84
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
MATTSON FIRE SPRINKLER	2596	Inspection	37.50
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
CHATEAU DRUG CENTER	1210472	Supplies	37.02
CHATEAU DRUG CENTER	1217488	Supplies	4.75
INTERMOUNTAIN AUTO GLASS	4208-O	Replace Windshield	125.00
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
TG TECHNICAL SERVICES	8299	Supplies	174.61
US BANK	06/25/14	Kit - Carb Overhaul	39.00
10-4230-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-07/14	DSL	178.84
Total FIRE & RESCUE:			3,457.98
Total FIRE & RESCUE FUND:			3,457.98
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	75.24
14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	924.50
14-4260-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11153789	Cleaning Services	14.77
ALSCO - AMERICAN LINEN DIVI	LBO11158190	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11162502	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11166895	Cleaning Services	14.78
ALSCO - AMERICAN LINEN DIVI	LBO11171225	Cleaning Services	14.88
ATKINSONS' MARKET	1841-06/14	ACCT. 1841	7.59
BARBARA'S PARTY RENTAL, IN	062114	Tent Rental	375.00
BOUNDTREE MEDICAL	81472232	Supplies	591.44
CHATEAU DRUG CENTER	1210836	Supplies	16.16
CHATEAU DRUG CENTER	1213336	Supplies	2.84
CHATEAU DRUG CENTER	1218925	Supplies	10.91
CHATEAU DRUG CENTER	1223013	Supplies	7.58
COPY & PRINT, L.L.C.	58668	Posters	17.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
DAVIS EMBROIDERY	22943	Embroider Services	10.50
DONNELLEY SPORTS	14550-00	Shirts	291.23
INTERSTATE BATTERY CENTER	24871757	Parts & Supplies	31.71
JANE'S ARTIFACTS	19346	Baloons	42.50
LIVE AUDIO PRODUCTION	070114	Fire Service Appreciation Day	87.50
NORCO	13735786	ACCT. 54794	162.15
NORCO	13803989	ACCT. 54794	63.21
NORCO	13821682	ACCT. 54794	37.91
NORCO	13852448	ACCT. 52355	29.76
NORCO	13853412	ACCT. 54794	232.50
PAUL CONWAY SHIELDS	348557	Supplies	44.23
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	20.62
RIVER RUN AUTO PARTS	6538-73837	Parts & Supplies	18.13
UNIFIED OFFICE SERVICES	185233	Office Supplies	17.19
UNIFIED OFFICE SERVICES	185605	Office Supplies	11.81
US BANK	06/25/14	Cliff Bars	140.25
YORK'S AUTO SERVICE, DICK	62098	Towing	25.00
YORK'S AUTO SERVICE, DICK	62099	Towing	25.00
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	769131	ACCT. 37267	396.36
14-4260-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	50.84
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	06/25/14	Union Meeting Lunches	69.11
14-4260-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	5669702	ACCT. 1.10022032	21.23
VERIZON WIRELESS, BELLEVUE	9726916330	ACCT. 765494480-00001	105.62
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
MATTSON FIRE SPRINKLER	2596	Inspection	37.50
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1210472	Supplies	37.02
CHATEAU DRUG CENTER	1217488	Supplies	4.74
INTERMOUNTAIN AUTO GLASS	4208-O	Replace Windshield	125.00
RIVER RUN AUTO PARTS	6538-73834	Parts & Supplies	207.95
ROCKY MOUNTAIN AMBULANC	2014-0144L	Parts & Supplies	64.90
14-4260-6910 OTHER PURCHASED SERVICES			
MTE COMMUNICATIONS	56983-07/14	DSL	178.83
Total AMBULANCE SERVICE:			4,693.40
Total AMBULANCE SERVICE FUND:			4,693.40
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	60.75
18-4510-2800 STATE UNEMPLOYMENT INSURANCE			
IDAHO DEPARTMENT OF LABO	070714	Unemployment	952.52

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
18-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1213594	Supplies	58.82
COSTCO WHOLESALE	060714	Supplies	229.20
SYSCO	604012679	Concession & Supplies	137.06
SYSCO	604188651	Supplies	215.16
18-4510-3210 SPECIAL EVENT SUPPLIES			
TONI'S	070114	Water Park Grand Opening	104.00
18-4510-3250 RECREATION SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-399436	Supplies	13.58
EXPRESS PUBLISHING, INC.	2196-06/14	Acct. 2196	163.80
KEARNEY, JOHN	062414	Friday Adventure	98.81
KEARNEY, JOHN	070114	Friday Adventure	77.00
WEBB LANDSCAPING	22725	Supplies	7.77
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	1861-05/14	ACCT. 1861	133.47
COSTCO WHOLESALE	060714	Supplies	215.70
SYSCO	604012679	Concession & Supplies	275.08
SYSCO	604079680	Supplies	674.44
SYSCO	604188651	Supplies	483.98
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	769132	ACCT. 37268	633.52
18-4510-4200 PROFESSIONAL SERVICES			
CLEAR CREEK DISPOSAL	817755	ACCT. 56339	41.02
CLEAR CREEK DISPOSAL	817756	ACCT. 56339	99.00
KETCHUM COMPUTERS, INC.	10478	Computer Maintenance	680.00
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	31.78
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1305749928	ACCT. 74754376	5.97
18-4510-5200 UTILITIES			
CLEAR CREEK DISPOSAL	817757	ACCT. 56339	10.00
IDAHO POWER	2201272487-06	ACCT. 2201272487	27.22
IDAHO POWER	2203538992-06	ACCT. 2203538992	61.67
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	47.25
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.06
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
BIGWOOD BODY & PAINT	111148	Towing	130.00
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-73535	Supplies	52.56
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-397465	Supplies	12.48
A.C. HOUSTON LUMBER CO.	14-399466	Supplies	22.90
A.C. HOUSTON LUMBER CO.	14-399631	Supplies	3.37
A.C. HOUSTON LUMBER CO.	14-399992	Supplies	3.58
CHATEAU DRUG CENTER	1214566	Supplies	19.93

Vendor Name	Invoice Number	Description	Net Invoice Amount
COLOR HAUS, INC.	152328	Supplies	48.99
PIPECO, INC.	134961	Supplies	31.73
PIPECO, INC.	134967	Supplies	43.26
PIPECO, INC.	135197	Supplies	31.88
PIPECO, INC.	135530	Supplies	19.39
SHERWIN-WILLIAMS CO.	8426-8	Supplies	47.45
GLASS MASTERS	90823	Glass	85.25
Total PARKS AND RECREATION:			6,134.64
Total PARKS AND RECREATION FUND:			6,134.64
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	9.90
22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	13.97
22-4910-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	7.61
22-4910-9930 LOT FUND OP. CONTINGENCY			
SUN VALLEY MARKETING ALLI	4609	Rent	1,500.00
Total LOCAL OPTION SALES TAX :			1,531.48
Total LOCAL OPTION SALES TAX FUND:			1,531.48
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	49.95
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	623.50
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
UNIFIED OFFICE SERVICES	185603	Office Supplies	32.95
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400329731	ACCT. 241076900	174.04
AMERIPRIDE LINEN	2400333413	ACCT. 241076901	19.16
AMERIPRIDE LINEN	2400333414	ACCT. 241076900	68.99
CHATEAU DRUG CENTER	1218165	Supplies	56.15
CHATEAU DRUG CENTER	1222572	Supplies	29.42
INTEGRATED TECHNOLOGIES	C23496	Copier Maintenance	14.93
UNIFIED OFFICE SERVICES	185483	Office Supplies	114.31
USA BLUEBOOK	377209	Supplies	162.89
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	48043	Testing	66.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	769135	ACCT. 37271	646.29
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E239144	Chemicals	153.00
GEM STATE WELDERS SUPPLY,I	E239231	Chemicals	243.00
GEM STATE WELDERS SUPPLY,I	E239317	Chemicals	750.00
GEM STATE WELDERS SUPPLY,I	E239366	Chemicals	288.00
63-4340-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	58557	CONTRACT SUPPORT	322.89
MOORE SMITH BUXTON & TUR	50525	1536-03 - General	1,876.37
MOORE SMITH BUXTON & TUR	50530	1536-46 Big Wood Golf Course - Water Rights	222.86
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	37.22
WHEELER TANK TESTING	12858	CP Survey	987.50
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	06/25/14	LEED Credentials	41.67
US BANK	06/25/14	Robyn - Training Expenses	182.23
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1305749928	ACCT. 74754376	6.35
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195b	108.60
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103b	47.61
SENTINEL FIRE & SECURITY, IN	180073	Quarterly Monitoring Fee	96.00
VERIZON WIRELESS, BELLEVUE	9726882965	ACCT. 365516521-00001	105.20
63-4340-5200 UTILITIES			
DIG LINE	49697	Locates	56.39
IDAHO POWER	2202458903-06	ACCT. 2202458903	87.53
IDAHO POWER	2203658592-06	ACCT. 2203658592	13,336.80
IDAHO POWER	2206786259-06	ACCT. 2206786259	47.27
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	31.26
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	17.12
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	5.14
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
CAR DOCTOR	6560	Repairs	335.00
RIVER RUN AUTO PARTS	6538-74206	Supplies	54.19
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-399636	Supplies	40.38
ARBOR CARE	30471	Knapweed	600.00
BROOKS WELDING	9875	Services	7.08
LUTZ RENTALS	37812	Supplies	138.24
MOSS GARDEN CENTER	115896	Supplies	39.99
MOSS GARDEN CENTER	117391	Supplies	69.04
PIPECO, INC.	134380	Supplies	73.85
WEBB LANDSCAPING	22891	Top Soil	11.97
Total WATER EXPENDITURES:			22,519.57
Total WATER FUND:			22,519.57
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
64-4340-7651 WA METERS TO FLAT RATE CUSTMRS			
FERGUSON ENTERPRISES, INC.	592565	Supplies	3,902.84
64-4340-7800 CONSTRUCTION			
LAYNE PUMPS, INC.	20917	Pump Repairs	9,989.00
LUNCEFORD EXCAVATION, INC.	5406	Excavation	2,375.00
LUNCEFORD EXCAVATION, INC.	5423	Excavation	190.00
Total WATER CIP EXPENDITURES:			16,456.84
Total WATER CAPITAL IMPROVEMENT FUND:			16,456.84
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	428175	Administration & Consulting Fees	94.95
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115826	HRA Claims	2,125.67
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
PITNEY BOWES - RESERVE ACC	5596888-JN14	Supplies for Postage Meter	41.24
UNIFIED OFFICE SERVICES	185603	Office Supplies	32.95
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400333412	ACCT. 241021000	91.31
AMERIPRIDE LINEN	2400333413	ACCT. 241076901	19.16
ATKINSONS' MARKET	1856-06/14	ACCT. 1856	30.34
D AND B SUPPLY	11041-06/26/14	ACCT. 11041	125.96
GO-FER-IT	39704	Shipping Services	13.00
GO-FER-IT	39704	Shipping Services	13.00
INTEGRATED TECHNOLOGIES	C23496	Copier Maintenance	14.93
KETCHUM COMPUTERS, INC.	10480	Computer Maintenance	330.00
SMOKY MTN. PIZZA	070714	Blower Project	57.15
UNIFIED OFFICE SERVICES	185483	Office Supplies	19.99
UPS STORE #2444	060214	Shipping	56.19
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	769134	ACCT. 37270	92.86
65-4350-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E239143	Chemicals	519.00
GEM STATE WELDERS SUPPLY,I	E239232	Chemicals	288.00
GEM STATE WELDERS SUPPLY,I	E239304	Chemicals	153.00
GEM STATE WELDERS SUPPLY,I	E239318	Chemicals	288.00
GEM STATE WELDERS SUPPLY,I	E239367	Chemicals	519.00
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	29481	Testing	897.50
CASELLE, INC.	58557	CONTRACT SUPPORT	322.89
ENVIRONMENTAL RESOURCE A	726016	Lab Supplies	272.81
MAGIC VALLEY LABS, INC.	47945	Testing	26.00
MOORE SMITH BUXTON & TUR	50531	1536-47 - Conjunctive Management	491.41
NBS-NATIONAL BENEFIT SERVI	462619	HRA Admin Fees	65.62
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO BUREAU OF OCCUPATIO	070814	License Renewal for Mick Mummert	120.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
IDEQ STATE FISCAL OFFICE -D	070314	Basics of Biosolids Management - Dave Taylor	75.00
TAYLOR, DAVE	070814	Basics of Biosolids Management	60.00
US BANK	06/25/14	LEED Credentials	41.67
US BANK	06/25/14	Robyn - Training Expenses	182.23
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1305749928	ACCT. 74754376	7.83
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	47.61
65-4350-5200 UTILITIES			
IDAHO POWER	2202703357-06	ACCT. 2202703357	50.54
IDAHO POWER	2206786259-06	ACCT. 2206786259	47.27
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	22.70
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2.08
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	64.06
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	2.06
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	5.14
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-74045	Supplies	8.50
WESTERN STATES EQUIPMENT	PC040213169	Parts & Supplies	443.65
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-399067	Supplies	39.59
A.C. HOUSTON LUMBER CO.	14-400490	Paint	4.99
CHATEAU DRUG CENTER	1216524	Supplies	43.01
McMASTER-CARR SUPPLY CO.	91313416	Supplies	68.50
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400333412	ACCT. 241021000	16.01
DIG LINE	49697	Locates	56.39
INTEGRATED TECHNOLOGIES	C23496	Copier Maintenance	5.27
INTERMOUNTAIN GAS	102495000014-	ACCT. 10249500-001-4	1.82
UNITED OIL	769134	ACCT. 37270	104.47
Total WASTEWATER EXPENDITURES:			8,522.32
Total WASTEWATER FUND:			8,522.32
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7804 AERATION BLOWER UPGRADE/REPLAC			
A.C. HOUSTON LUMBER CO.	14-398014	Supplies	22.49
BOLEN'S CONTROL HOUSE, INC.	S1228786.001	Blower Project	1,608.27
PLATT	E600427	Parts & Supplies	349.22
PLATT	E611663	Parts & Supplies	22.86
RIVER RUN AUTO PARTS	6538-74026	Supplies	15.31
Total WASTEWATER CIP EXPENDITURES:			2,018.15
Total WASTEWATER CAPITAL IMPROVE FND:			2,018.15
Grand Totals:			202,676.72

Vendor Name	Invoice Number	Description	Net Invoice Amount
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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"

<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>
Cornerstone Bar & Grill	X				X	6/2/14
Bigwood Bread Café	X		X			6/16/14
Wonderful House	X		X			6/16/14
Lefty's Bar & Grill	X	X	X			6/16/14
Warm Springs Lodge	X				X	6/16/14
River Run Lodge	X				X	6/16/14
Wise Guy Pizza	X		X			6/16/14
Grumpy's	X		X			6/16/14
Grill at Knob Hill	X				X	6/16/14
Globus	X				X	6/16/14
Barbara's Party Rentals, Inc		X		X		6/16/14
Il Naso	X		X			7/7/14
The Sawtooth Club	X				X	7/7/14
Whiskey Jacques	X				X	7/7/14
Desperados	X		X			7/7/14
Smoky Mountain Pizzeria Grill	X		X			7/7/14
nex Stage Theatre	X		X			7/7/14
Starbucks	X		X			7/7/14
Thai Cuisine	X	X	X			7/7/14
Base Camp Warm Springs		X		X		7/7/14
Lewis Street Snacks		X		X		7/7/14
Bigwood Golf Course	X		X			7/7/14
China Panda Chinese Restaurant	X		X			7/7/14
Ketchum Grill	X	X	X	X		7/7/14
Taylor'd Events		X		X		7/7/14
Cristina's Restaurant	X	X	X	X		7/7/14
Enoteca	X		X			7/7/14
Rominnas	X		X	X		7/7/14
Michel's Christiania	X				X	7/21/14
Sun Valley Wine Company	X	X	X	X		7/21/14
Velocio	X		X			7/21/14
Rico's	X		X			7/21/14
Mama Inez	X		X			7/21/14
La Cabanita Mex	X		X			7/21/14
Evergreen Restaurant		X		X		7/21/14
The Burger Grill	X		X			7/21/14
Fox Creek Realty	X	X	X	X		7/21/14
A Taste of Thai	X		X			7/21/14
Apples Bar & Grill	X		X			7/21/14
Bigwood Grill	X			X		7/21/14
Rickshaw	X		X			7/21/14
La Parrilla Mexican Restaurant	X		X			7/21/14
Sawtooth Brewery	X	X	X			7/21/14
The Moose Girls Café & Bar	X		X			7/21/14
Perry's Restaurant	X	X	X	X		7/21/14
Pioneer Saloon	X			X		7/21/14
Magic Lantern	X		X			7/21/14
Veltex		X		X		7/21/14
That's Entertainment		X		X		7/21/14
Atkinsons' Market		X		X		7/21/14
Johnny G's Subshack	X					7/21/14
Main Street Market	X	X	X	X		7/21/14
The Cellar Pub	X	X			X	7/21/14
The Kneadery	X		X			7/21/14
Mountain View Grocery		X		X		7/21/14
Headwaters		X		X		7/21/14
Zenergy at Thunder Spring	X		X	X		7/21/14
Sushi on Second	X	X	X			7/21/14

<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	7/21/14
Rasberry's Restaurant	X	X	X	X		7/21/14
Zinc	X		X			7/21/14
Java on Fourth	X		X			7/21/14
Vintage Restaurant	X		X			7/21/14
Video West		X		X		7/21/14
Casino Inc	X				X	7/21/14

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. | BEER LICENSE | Fee |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <input type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ 560.00 |
| | | Total Due: \$ 760.00 |

STATE LICENSE NO. 2012 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 Michel Ludwig

D/B/A Michels Christiania

Mailing Address P.O. Box 228, Sun Valley, ID 83353

Phone Number 208-726-3388

Physical Address of business where license will be displayed 303 Walnut Ave N, Ketch, ID 83340

Record owner of the property Christiania Inc

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? _____

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

If Applicant Is A Partnership or Corporation:

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

Michel Ludwig

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

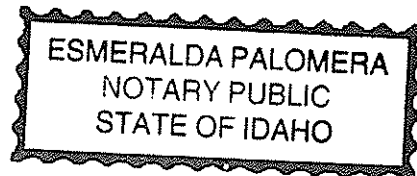
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Michel Ludwig

Relation to Business owner

Subscribed and sworn to before me this 21st day of June 2014

[Signature] ex. 1113/17
Notary Public or City Clerk or Deputy



License Fee Received \$ 760.00

License No. 47A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 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.	BEER LICENSE	Fee
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>650.00</u>

STATE LICENSE NO. 3185 COUNTY LICENSE NO. 35 (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 CRAIG SPILLER
 D/B/A SUN VALLEY WINE CO.
 Mailing Address Box 4273 KETCHUM ID. 83340
 Phone Number 208-726-2442

Physical Address of business where license will be displayed 360 N. LEADVILLE AVE. KETCHUM

Record owner of the property VINCENT SISILLI

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

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

If Applicant Is A Partnership or Corporation:

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

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

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 Sun Valley Wine Co. Relation to Business PRESIDENT

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

Mathleen Schwenkenberger
Notary Public or City Clerk or Deputy

License Fee Received \$650.00

License No. 567 A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 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.	BEER LICENSE		
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	Fee	
		\$	200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>400.00</u>

STATE LICENSE NO. 5B-14186 COUNTY LICENSE NO. 101 (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 Velocio, LLC

D/B/A Velocio

Mailing Address PO Box 1626, Sun Valley ID 83253

Phone Number (208) 721-8556

Physical Address of business where license will be displayed 601 Sun Valley Road, Ketchum Idaho

Record owner of the property Eagan management / Colaneri, LLC 83240

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? _____ (If a corporation, attach list of names and addresses)

If a partnership, give the names and addresses of all partners: Stephanie Olson
Jack Bariteau

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 Stephanie Olson Relation to Business Operations Manager

Subscribed and sworn to before me this 1st day of July, 2014.

Debbie McMullin
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 K.S.

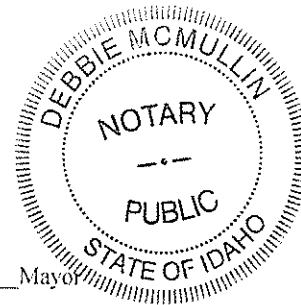
License No. 1604A

Approved by City of Ketchum, ID _____

July 21, 14

Subscribed and sworn to before me in my presence, this 1st day of July, 2014, a Notary Public in and for the County of Blaine State of Idaho
Debbie McMullin
(Signature) Notary Public
My commission expires 12/17, 2016

By _____ Mayor



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.	BEER LICENSE	Fee	
	___ Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	___ Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	___ Wine, to be consumed on premises:	\$	200.00
	___ Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	___ Liquor by the drink	\$	560.00
		Total Due:	\$ 400 ⁰⁰

STATE LICENSE NO. 10635 COUNTY LICENSE NO. N/A (copies attached)

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

Name of Applicant Funk Bright Inc
 D/B/A Rico's Pizza & Pasta
 Mailing Address Box 1743 Ketchum
 Phone Number 208 726 7426

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

Record owner of the property Kerry Armstrong

Has the applicant, or any partner of his, or any member of the applying partnership, or the active manager of the applying partnership, or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxicating liquor, or has any one of them within three years forfeited, or suffered the forfeiture of, a bond for his appearance to answer charges of any such violation? m

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

If Applicant Is A Partnership or Corporation:

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

Richard Albright, President Amy Albright Secretary Box 1743 Ketchum

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

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

Applicant [Signature] Relation to Business Secretary

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

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400.00

License No. 450A

Approved by City of Ketchum, ID ___

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>400</u>

STATE LICENSE NO. 12061 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 Hernandez Foods, LLC

D/B/A Mama Inez

Mailing Address _____

Phone Number 726-0125

Physical Address of business where license will be displayed 210 N. Main St. Ketchum

Record owner of the property Casino Inc.

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 Y

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: Correne A Vert
317 S 3rd Street Bellevue, ID 83313

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 Correne A Vert

Relation to Business owner

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

Kathleen Schwabberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400⁰⁰ KS.

License No. 1412A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>400</u>

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

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

Name of Applicant Rodolfo Armenta
D/B/A La Cabanita mex
Mailing Address 160 W 3th St Ketchum, ID 83340
Phone Number 208-7255001

Physical Address of business where license will be displayed _____

Record owner of the property _____

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

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

If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? NO (If a corporation, attach list of names and addresses)

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

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

Applicant Rodolfo Armenta Relation to Business owner

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

Matthew Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 K.S.

License No. 1174A

Approved by City of Ketchum, ID ___

By _____ Mayor

July 21, 14

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.	BEER LICENSE		
	<u> </u> Draft or Bottled or Canned Beer, to be consumed on premises	Fee	
		\$	200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<u> </u> Wine, to be consumed on premises:	\$	200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<u> </u> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>250.00</u>

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

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

Name of Applicant EVERCHANGE, INC

D/B/A EVER GREEN RESTAURANT

Mailing Address P.O. Box 2560, SUN VALLEY

Phone Number 208-309-0240

Physical Address of business where license will be displayed 491 10TH STREET CENTER, A-11, KETCHUM

Record owner of the property JACK THORNTON

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

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

If Applicant Is A Partnership or Corporation:

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

JACK THORNTON, PRESIDENT, P.O. Box 2560, SUN VALLEY

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 JACK W. THORNTON

Relation to Business PRESIDENT

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

Hathleen Schwabberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 250 KS

License No. 37A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. **BEER LICENSE**
 ___ Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 ___ Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 ___ Wine, to be consumed on premises: \$ 200.00
 ___ Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 ___ Liquor by the drink \$ 560.00
- Total Due: \$ 400⁰⁰

STATE LICENSE NO. 2065 COUNTY LICENSE NO. 14 (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 Antonio Ortega
 D/B/A Burger Grill Ketchum, Inc.
 Mailing Address P.O. Box 6159 Ketchum, Idaho, 83340
 Phone Number (708) 726-7733

Physical Address of business where license will be displayed 371 N. Main St. #102 Ketchum, ID

Record owner of the property _____

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

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

If Applicant Is A Partnership or Corporation:

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

Antonio Ortega P.O. Box 4715 Hailey ID 83333
pres: t

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

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

Applicant Antonio Ortega Relation to Business OWNER

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

Kathleen Schwab-Kenney
Notary Public or City Clerk or Deputy

License Fee Received \$ 400⁰⁰ KS.

License No. 1093A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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 2013-2014, the following:

1.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>650.00</u>

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

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

Name of Applicant Fox Creek Realty, LLC
 D/B/A Fox Creek Wines
 Mailing Address PO Box 739 Ketchum, ID 83340
 Phone Number 208.720.4342

Physical Address of business where license will be displayed 220 East Ave. Ketchum

Record owner of the property TOM CAMPION

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

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

If Applicant Is A Partnership or Corporation:

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

Jonathan, Margaux Luncaford PO Box 739 Ketchum, ID 83340

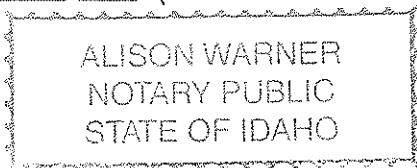
If a partnership, give the names and addresses of all partners: _____

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

Applicant Margaux Luncaford Relation to Business President/owner

Subscribed and sworn to before me this 3rd day of JULY, 2014

Notary Public or City Clerk or Deputy



License Fee Received \$ 650 K S

License No. 1743A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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

To the City Council, Ketchum, Idaho

Year Applying for August ^{July} 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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00 16.67
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00 16.67
 Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00
- Total Due: \$ 333.4

STATE LICENSE NO. 12623 COUNTY LICENSE NO. 117 (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 PEERADHON LLC
 D/B/A A Taste of Thai
 Mailing Address P.O. Box 2101, Ketchum, ID 83340
 Phone Number (208) 726-7155
 Physical Address of business where license will be displayed 380 First Ave., Ketchum, ID 83340
 Record owner of the property Felix Gonzalez

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

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

If Applicant Is A Partnership or Corporation:

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

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

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

Applicant [Signature] Relation to Business Owner

Subscribed and sworn to before me this 07 day of July, 2014

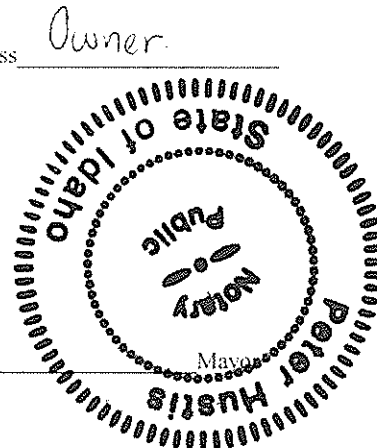
[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 333.4 ✓ # 1280

License No. 1481A

Approved by City of Ketchum, ID July 21, 14

By [Signature] Mayor



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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00
- Total Due: \$ 400.00

STATE LICENSE NO. 12623 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 PEERADHON LLC
D/B/A A Taste of Thai
Mailing Address P.O. BOX 2101, Ketchum, ID 83340
Phone Number (208) 726-7155
Physical Address of business where license will be displayed 380 First Ave, Ketchum, ID 83340
Record owner of the property Felix Gonzalez

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

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

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

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

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

Applicant [Signature] Relation to Business Owner

Subscribed and sworn to before me this 07 day of July, 2014

[Signature]
Notary Public or City Clerk or Deputy

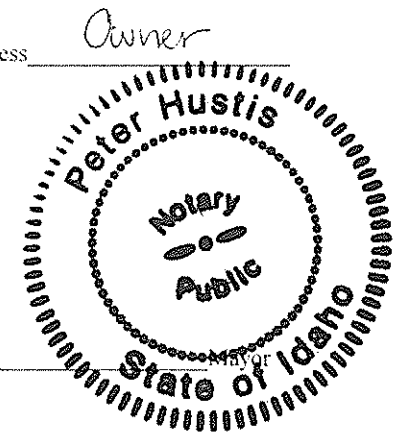
License Fee Received \$ 400.00 K.S.

License No. 1481A

Approved by City of Ketchum, ID _____

July 21, 14

By _____



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.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00 83.35
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00 83.35
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ 1166.70

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

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

Name of Applicant Apples Inc
 D/B/A Apples Bar & Grill
 Mailing Address Box 4445 Ketchum ID 83340
 Phone Number 208 309 1004
 Physical Address of business where license will be displayed Apples Bar & Grill 215 Picabo Street
 Record owner of the property Hank Minor

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

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

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

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

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

Applicant [Signature] Related to Business owner

Subscribed and sworn to before me this 7th day of July

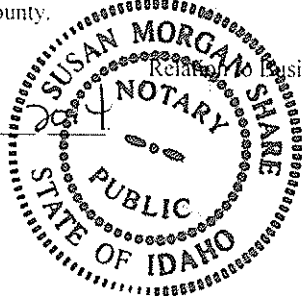
[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 1166.70 KS exp 4-2-2020

License No. 20A

Approved by City of Ketchum, ID July 21, 14

By _____ Mayor



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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00 666.68
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00 186.68
Total Due: \$ 560 253.36
- STATE LICENSE NO. 4011 COUNTY LICENSE NO. 109 (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 Apples Inc.
D/B/A Bigwood Grill
Mailing Address Box 4445 Ketchum Id 83340
Phone Number 208 309 1004
Physical Address of business where license will be displayed 124 Thunder trail
Record owner of the property Bigwood Golf Course LLC 124 Saddle Rd.

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

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

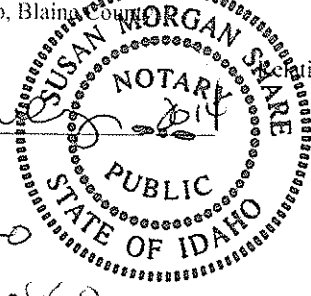
If Applicant Is A Partnership or Corporation:
Is the corporation authorized to do business in Idaho? YES (If a corporation, attach list of names and addresses)
Hank Miner President (same)

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

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

Applicant [Signature] Title to Business owner

Subscribed and sworn to before me this 7th day of July 2014
[Signature]
Notary Public or City Clerk or Deputy



License Fee Received \$ 253.36 KS. exp 4-2-2020

License No. 50414 A CK# 6650

Approved by City of Ketchum, ID July 21, 14

By _____ Mayor

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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00

Total Due: \$ 400.00

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

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

Name of Applicant RICKSHAW INC. ANDREAS HEAPHY

D/B/A RICKSHAW

Mailing Address PO BOX 10200 KETCHUM, ID 83340

Phone Number 726-8481

Physical Address of business where license will be displayed 400 N WASHINGTON AVE

Record owner of the property KIMBERLY JONES

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

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

If Applicant Is A Partnership or Corporation:

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

ANDREAS HEAPHY - PO 1345, SU, ID. KINGSLEY MURPHY - PO 3818, KETCHUM. NINA JONES - PO 821, SU, ID

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

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

Applicant [Signature]

Relation to Business PRESIDENT/OWNER

Subscribed and sworn to before me this 02 day of JULY, 2014

[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 854A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00
- Total Due: \$ 400

STATE LICENSE NO. 11544 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 Adalberto Bolanos Yarez
 D/B/A La Parrilla Mexican Restaurant
 Mailing Address P.O. Box 4754 Ketchum
 Phone Number 208 928 7094

Physical Address of business where license will be displayed 280 6th street Ketchum

Record owner of the property Mickey Hartling

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? _____ (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 Perez

Relation to Business owner

Subscribed and sworn to before me this 30 day of June, 2014.

[Signature]
Notary Public or City Clerk or Deputy Peter Hustis Notary Public

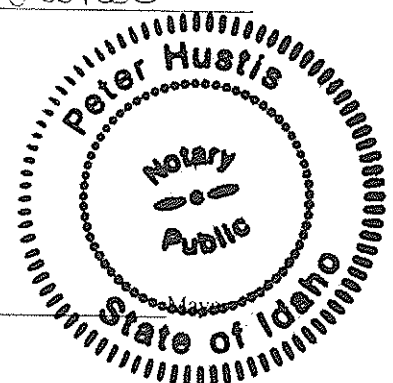
License Fee Received \$ 400.00

License No. 1337A

Approved by City of Ketchum, ID _____

July 21, 14

By _____



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

July 1, 2014

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.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>450.00</u>

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

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

Name of Applicant Sawtooth Brewery LLC
 D/B/A Sawtooth Brewery
 Mailing Address Po Box 4243 Ketchum, ID 83340
 Phone Number 208-450-9324

Physical Address of business where license will be displayed 600 N Main St, Unit A-120

Record owner of the property Peter Lewis, Ketchum Hotel Company

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

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

If Applicant Is A Partnership or Corporation:

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

Kevin Jones 140C Flower Dr, Ketchum - Paul Holle

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

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

Applicant [Signature] Relation to Business Owner

Subscribed and sworn to before me this 17th day of June, 2014.

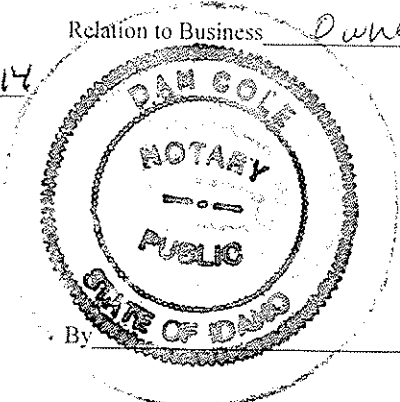
[Signature]
 Notary Public or City Clerk or Deputy

License Fee Received \$ 450.00 - KS

License No. 1403A

Approved by City of Ketchum, ID _____

July 21, 14



By _____ Mayor

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.	BEER LICENSE	Fee	
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$	200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$	50.00
2.	WINE LICENSE		
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$	200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$	200.00
3.	LIQUOR LICENSE		
	<input type="checkbox"/> Liquor by the drink	\$	560.00
		Total Due:	\$ <u>400⁰⁰</u>

STATE LICENSE NO 5B13788 COUNTY LICENSE NO. 44 (copies attached)

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

Name of Applicant The Rustic Moose Inc
D/B/A The Moose Girls Cafe & Bar
Mailing Address PO Box 3880 Ketchum Id 83340
Phone Number 208-727-9767

Physical Address of business where license will be displayed 360 East Avenue

Record owner of the property Rebecca MacLaren

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

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

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

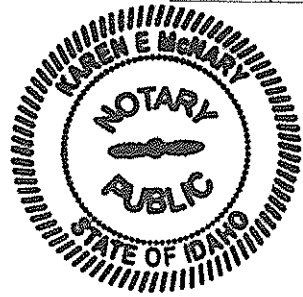
If a partnership, give the names and addresses of all partners: _____

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 Marlene Peterson Relation to Business Secretary

Subscribed and sworn to before me this 12 day of JUNE, 2014
Karen E. McMary
Notary Public or City Clerk or Deputy EXP. 9-28-16

License Fee Received \$ 400⁰⁰ R.S.
License No. 355A



Approved by City of Ketchum, ID _____ By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>1050.00</u>

STATE LICENSE NO. 2975 COUNTY LICENSE NO. 3lp (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 Keith + Paula Perry
D/B/A Perry's Restaurant
Mailing Address Box 902 Ketchum
Phone Number 208-726-7703 ex 1

Physical Address of business where license will be displayed 131 W 4th St Ketchum, ID

Record owner of the property Harvy Investments

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: Keith Perry mem. Perry's Rest LLC
Paula Perry member

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 Paul Perry Relation to Business owner

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

Hatiloen Schulz Penbanger
Notary Public or City Clerk or Deputy

License Fee Received \$ 1050.00

License No. 295A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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

STATE LICENSE NO. 1365 COUNTY LICENSE NO. 7 (copies attached)

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

Name of Applicant Pioneer Saloon, Inc.

D/B/A Pioneer Saloon

Mailing Address PO Box 744, Ketchum, ID 83340

Phone Number 208-726-3139

Physical Address of business where license will be displayed 320 N. Main St, Ketchum, ID 83340

Record owner of the property Pioneer Saloon Inc, Duffy and Sheila Witmer

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

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

If Applicant Is A Partnership or Corporation:

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

attached

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

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

Applicant Duffy Witmer

Relation to Business Owner

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

Kathleen Schulz Kambarger
Notary Public or City Clerk or Deputy

License Fee Received \$ 760 KS

License No. 216A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
 - 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
 - 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00
- Total Due: \$ 400⁰⁰

STATE LICENSE NO. 1831 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 MAGIL LANTERN AKA PROGENIX ENTERPRISES LLC
 D/B/A MAGIL LANTERN
 Mailing Address BOX 238 KETCHUM ID 83340
 Phone Number 208 724-3308

Physical Address of business where license will be displayed 100 2ND ST. E - KETCHUM

Record owner of the property RICHARD & CHERYL KESSLER

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

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

If Applicant Is A Partnership or Corporation:

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

Rick Kessler Box 238 K. (on file)

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 883), City of Ketchum, Idaho, Blaine County.

Applicant Richard Kessler

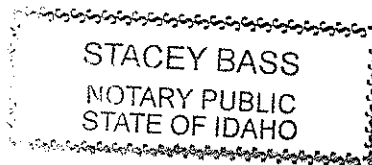
Relation to Business CEO

Subscribed and sworn to before me this 12 day of June, 2014

Stacey Bass Notary Public or City Clerk or Deputy exp 11/3/18

License Fee Received \$ 400⁰⁰ KS

License No. 57A



Approved by City of Ketchum, ID _____

By _____ Mayor

July 21.14

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.	BEER LICENSE	Fee
	<input type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ <u>250.00</u>

STATE LICENSE NO. 1627 COUNTY LICENSE NO. 623 (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 Northwest Landland Cattle Co.

D/B/A Veltex Market

Mailing Address 471 N. CURVIS RD. Boise, ID 83706

Phone Number 208-726-5525

Physical Address of business where license will be displayed 511 NORTH MAIN STREET

Record owner of the property Peter Hirschburg - Owner's Authorized Agent

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

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

If Applicant Is A Partnership or Corporation:

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

See Attached

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

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

Applicant MARLA J GARDNER, Mark J. Gardner Relation to Business President

Subscribed and sworn to before me this 14th day of July 2014.

Rita M. Make
Notary Public or City Clerk or Deputy

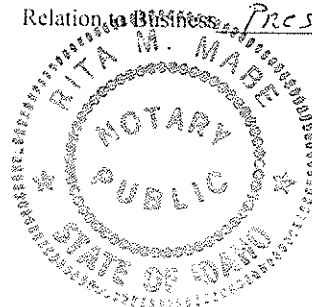
License Fee Received \$ 250.00

License No. 814A

Approved by City of Ketchum, ID _____

July 21, 14

By _____ Mayor



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

Total Due: \$ 250.00

STATE LICENSE NO. 1726 COUNTY LICENSE NO. 23 (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 MCCF, Inc.
 D/B/A That's Entertainment
 Mailing Address PO Box 2514, Ketchum ID 83340
 Phone Number 726-8800

Physical Address of business where license will be displayed 105 Lewis St.

Record owner of the property Ketchum Depot

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

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

If Applicant Is A Partnership or Corporation:

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

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

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 K. Powell Relation to Business President

Subscribed and sworn to before me this 6 day of June, 14.

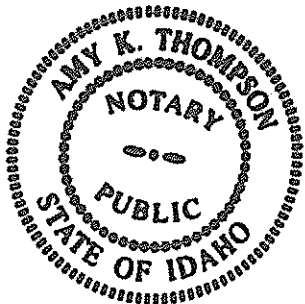
Amy Thompson
Notary Public or City Clerk or Deputy

License Fee Received \$ 250.00 K.S.

License No. 2102A

Approved by City of Ketchum, ID _____

July 21, 14



By _____ Mayor

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. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00

Total Due: \$ 250.00

STATE LICENSE NO. 1832 COUNTY LICENSE NO. 31 (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 Charles R. Atkinson
D/B/A Atkinson's Market
Mailing Address PO Box 2088 Ketchum
Phone Number 208-726-5668

Physical Address of business where license will be displayed 451 Fourth St East

Record owner of the property Giacobbi Square

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

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

If Applicant Is A Partnership or Corporation:

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

Attached

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

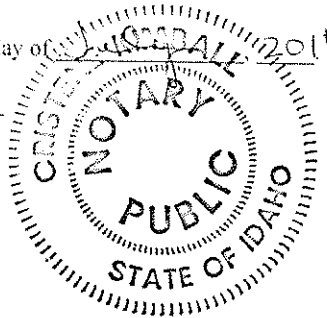
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Chris Roth

Relation to Business President

Subscribed and sworn to before me this 9th day of August 2014

Chris Kuehl
Notary Public or City Clerk or Deputy



License Fee Received \$ 250.00

License No. 114A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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

STATE LICENSE NO. 4329 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 JOHN GORHAM

D/B/A JOHNNY G'S SUBSTACK

Mailing Address PO 3613 KETCHUM, ID

Phone Number 208-725-7827

Physical Address of business where license will be displayed 371 WASHINGTON AVE

Record owner of the property JOHN L. GORHAM, JR

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: JOHN L GORHAM, JR

100 FRENCHMAN KETCHUM (WENZEL) K. GORHAM

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

Applicant [Signature]

Relation to Business OWNER

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

Kathleen Schwan Reuberg
Notary Public or City Clerk or Deputy

License Fee Received \$ 200KS

License No. 103A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. **BEER LICENSE**
 - Draft or Bottled or Canned Beer, to be consumed on premises Fee \$ 200.00
 - Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**
 - Wine, to be consumed on premises: \$ 200.00
 - Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**
 - Liquor by the drink \$ 560.00

Total Due: \$ 1050

STATE LICENSE NO. 11418 COUNTY LICENSE NO. 57 (copies attached)

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

Name of Applicant Ketchum Grocery, LLC

D/B/A Main St Market

Mailing Address PO Box 5570 Ketchum, ID 83340

Phone Number 208.725.2222

Physical Address of business where license will be displayed 100 N. Main St, Ketchum, ID 83340

Record owner of the property 100 North Main, LLC

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: Seven D Holzman, PO Box 9360 Ketchum, ID
Michael Marks (Epping Investment Holdings), 70 Willow Rd Ste. 100 Menlo Park, CA 94025

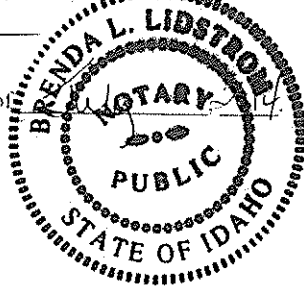
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine

Applicant [Signature]

Relation to Business Business Director

Subscribed and sworn to before me this 8th day of July

Notary Public or City Clerk or Deputy



License Fee Received \$ 450 KS.

License No. 1354A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input checked="" type="checkbox"/> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>810.00</u>

STATE LICENSE NO. 1530 COUNTY LICENSE NO. 15 (copies attached)

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

Name of Applicant THE PUB, INC
D/B/A THE CELLAR PUB
Mailing Address BOX 3206 KETCHUM, ID
Phone Number 622-3832

Physical Address of business where license will be displayed 400 SUN VALLEY

Record owner of the property VEGWETZ & ASSOC

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: (SEE ATTACHMENT)

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

Applicant [Signature] Relation to Business TRSA

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

[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 810.00 KS

License No. 485A

Approved by City of Ketchum, ID _____ By _____ Mayor

July 21, 14

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. | BEER LICENSE | Fee |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <input checked="" type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input type="checkbox"/> Liquor by the drink | \$ 560.00 |
| | | Total Due: \$ <u>400.00</u> |

STATE LICENSE NO. 2985 COUNTY LICENSE NO. 11 (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 BRR, LLC

D/B/A The Knocery

Mailing Address PO Box 2278, Ketchum, ID 83340

Phone Number 208-726-9462

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

Record owner of the property Duffy and Sheila Witmer

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

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

If Applicant Is A Partnership or Corporation:

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

see attached

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

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

Applicant Duffy Witmer

Relation to Business Owner

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

Kathleen Schickelberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400.00

License No. 126A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. | BEER LICENSE | Fee |
| | <u> </u> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <u>X</u> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <u> </u> Wine, to be consumed on premises: | \$ 200.00 |
| | <u>X</u> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <u> </u> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>250.00</u> |

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

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

Name of Applicant Grocery Express, Inc.
 D/B/A Mountain View Grocery
 Mailing Address 608 B 2nd Av. N., Hailey, ID 83333-5087
 Phone Number 208-726-5878

Physical Address of business where license will be displayed 12728 Hwy 75, Ketchum

Record owner of the property Dave Wendland & Dawn Wendland

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

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

If Applicant Is A Partnership or Corporation:

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

Dave Wendland, P.O. B 790, Hailey; Dawn Wendland 608 B 2nd Av N, Hailey

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

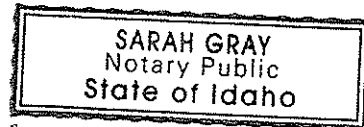
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business _____

Subscribed and sworn to before me this 7th day of July, 2014

Notary Public or City Clerk or Deputy



Comm exp 1/15/2020

License Fee Received \$ 250.00

License No. 1543A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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

STATE LICENSE NO. 2807 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 Brian Barsotti

D/B/A Barsotti Bros of Idaho

Mailing Address PO Box 370 Ketchum, ID 83340

Phone Number 726.3030

Physical Address of business where license will be displayed 215 Picabo St. Unit #304 - Ketchum

Record owner of the property Brian Barsotti

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

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

If Applicant Is A Partnership or Corporation:

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

Brian Barsotti Box 370, 215 Picabo St. #304 Ketchum, ID 83340

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

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

Applicant B.B. Barsotti Relation to Business owner

Subscribed and sworn to before me this 7th day of August, 2014

Keren Districh
Notary Public or City Clerk or Deputy

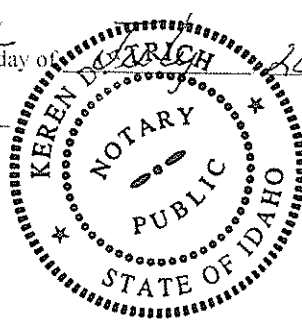
License Fee Received \$ 230.00

License No. 380A

Approved by City of Ketchum, ID

By _____ Mayor

July 21, 14



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

STATE LICENSE NO. 8466 COUNTY LICENSE NO. 94 (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 Zenergy at Thunder Springs LLC
D/B/A " "

Mailing Address PO Box 1363 Ketchum

Phone Number 208-725-5382

Physical Address of business where license will be displayed 245 Raven Rd

Record owner of the property _____

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

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

If Applicant Is A Partnership or Corporation:

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

Thunder Spring, LLC 240 Leadville Ave Ketchum
PO Box 284 Sun Valley

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 Derek Agnew Relation to Business General Manager

Subscribed and sworn to before me this 7 day of July, 2014

Kathleen Schuchter
Notary Public or City Clerk or Deputy

License Fee Received \$ 1000.00

License No. 439A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ <u>450.00</u>

STATE LICENSE NO. 2067 COUNTY LICENSE NO. 20 (copies attached)

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

Name of Applicant SUSHI ON SECOND, INC
D/B/A SUSHI ON SECOND
Mailing Address BOX 326 KETCHUM
Phone Number 726-9319

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

Record owner of the property ENGLETT ASSOC.

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

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

If Applicant Is A Partnership or Corporation:

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

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

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

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

Applicant Jill Roland Relation to Business PRES

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

Kathleen Schick Reuberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 450.00

License No. 571A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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. | BEER LICENSE | Fee | |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ | 200.00 |
| | <input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ | 50.00 |
| 2. | WINE LICENSE | | |
| | <input type="checkbox"/> Wine, to be consumed on premises: | \$ | 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ | 200.00 |
| 3. | LIQUOR LICENSE | | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ | 560.00 |
| | | Total Due: | \$ <u>760.00</u> |

STATE LICENSE NO. _____ 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 Stella, LLC

D/B/A The Casino Club

Mailing Address PO Box 2569, Ketchum ID 83340

Phone Number 208. 726. 3526

Physical Address of business where license will be displayed 220 N MAIN ST, Ketchum

Record owner of the property Casino LLC

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

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

If Applicant Is A Partnership or Corporation:

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

Shannon Beall - Pres PO Box 2569 Ketchum ID 83340 Cheryl Beck - Sec PO Box 2569 Ketchum ID 83340

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

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

Applicant Cheryl Beck

Relation to Business Sec.

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

Harrison Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 760.00 K.S.

License No. 27A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises: _____	\$ 200.00
3.	LIQUOR LICENSE	
	____ Liquor by the drink	\$ 560.00
		Total Due: \$ <u>650</u>

STATE LICENSE NO. 5985 COUNTY LICENSE NO. 54 (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 RASBERRYS RESTAURANT, LLC

D/B/A ''

Mailing Address PO BOX 8920, KETCHUM, ID 83340

Phone Number 208-726-0606

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

Record owner of the property Phoebe Thorne

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: CALLIE RASBERRY - PO BOX 8920 KETCHUM ID 83340;

MAEME RASBERRY - PO BOX 8920, KETCHUM ID 83340; JON MCGOWAN - 314 S RIVER STREET, HAILEY ID 83333

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

Applicant [Signature]

Relation to Business MEMBER

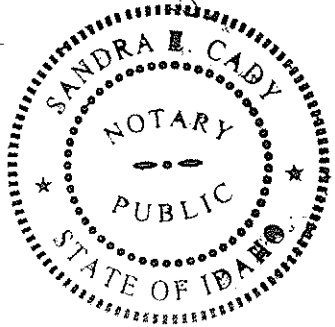
Subscribed and sworn to before me this 22nd day of May, 2014

[Signature]
Notary Public or City Clerk or Deputy

License Fee Received \$ 650.00

License No. 886A

Approved by City of Ketchum, ID July 21, 14



By _____ Mayor

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

To the City Council, Ketchum, Idaho

Year Applying for August 1, 2013 - July 31, 2014

The undersigned a Corporation __, Partnership __, Individual X, does hereby make application for a license to sell during the year 2014-2015, the following:

LLC

- | | | |
|----|--|--------------------------------------|
| 1. | BEER LICENSE | Fee |
| | <u>X</u> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | ___ Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <u>X</u> Wine, to be consumed on premises: | \$ 200.00 |
| | ___ Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | ___ Liquor by the drink | \$ 560.00 |
| | | Total Due: \$ <u>400⁻</u> |

STATE LICENSE NO. 13153 COUNTY LICENSE NO. 61 (copies attached)

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

Name of Applicant The Ketchum Towne Center LLC
 D/B/A Zinc
 Mailing Address P.O. Box 102
 Phone Number 208-

Physical Address of business where license will be displayed 230 Walnut Avenue

Record owner of the property THE KETCHUM CENTER

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

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

If Applicant Is A Partnership or Corporation:

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

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

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

Applicant [Signature]

Relation to Business OWNER/MANAGER

Subscribed and sworn to before me this 26 day of July, 2014.

[Signature]
Notary Public or City Clerk or Deputy

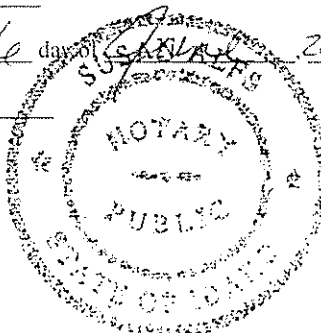
License Fee Received \$ 450.00

License No. 15110A

Approved by City of Ketchum, ID ___

By ___ Mayor

July 21, 14



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.	BEER LICENSE	Fee
	<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<input checked="" type="checkbox"/> Wine, to be consumed on premises:	\$ 200.00
	<input type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<input type="checkbox"/> Liquor by the drink	\$ 560.00
Total Due:		\$ <u>400</u>

STATE LICENSE NO. 1191010 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 Todd Rippo for Wake Up & Live, Inc.

D/B/A Java on Fourth

Mailing Address 191 4th St Ketchum ID 83340

Phone Number 208-726-2882

Physical Address of business where license will be displayed SAA

Record owner of the property Julie Driver / Bill Smith

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? ND

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

If Applicant Is A Partnership or Corporation:

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

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

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 Todd Rippo - [Signature] Relation to Business Owner

Subscribed and sworn to before me this 27 day of June, 2014

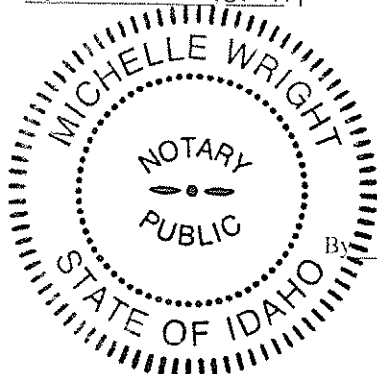
Michelle Wright
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 54A

Approved by City of Ketchum, ID _____

July 21, 14



By _____ Mayor

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. | BEER LICENSE | Fee |
| | <input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises | \$ 200.00 |
| | <input type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises | \$ 50.00 |
| 2. | WINE LICENSE | |
| | <input checked="" type="checkbox"/> Wine, to be consumed on premises: | \$ 200.00 |
| | <input type="checkbox"/> Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | <input type="checkbox"/> Liquor by the drink | \$ 560.00 |
| | | Total Due: \$ <u>400.00</u> |

STATE LICENSE NO. 4832 COUNTY LICENSE NO. 95 (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 Phoenix Restaurant, LLC
 D/B/A Vintage Restaurant
 Mailing Address PO Box 3188, Hailey, ID 83333
 Phone Number 208-726-9595

Physical Address of business where license will be displayed 231 1/2 headville ave.

Record owner of the property MM headville, LLC & SD headville, LLC

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

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

If Applicant Is A Partnership or Corporation:

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

If a partnership, give the names and addresses of all partners: Humberto Herrera - Hailey, ID (POB 3188)
Rodrigo Herrera - 3530 Cherry Creek Drive - Hailey, ID

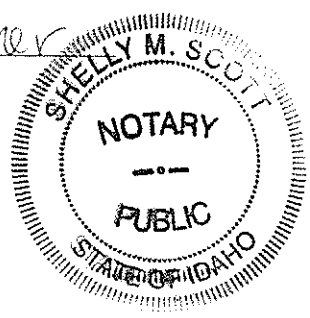
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Rodrigo Herrera

Relation to Business Partner

Subscribed and sworn to before me this 11th day of July, 2014

Shelly M. Scott
Notary Public or City Clerk or Deputy



License Fee Received \$ 400 KS

License No. 248A

Approved by City of Ketchum, ID _____

By _____ Mayor

July 21, 14

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.	BEER LICENSE	Fee
	<u> </u> Draft or Bottled or Canned Beer, to be consumed on premises	\$ 200.00
	<input checked="" type="checkbox"/> Bottled or Canned Beer, NOT to be consumed on premises	\$ 50.00
2.	WINE LICENSE	
	<u> </u> Wine, to be consumed on premises:	\$ 200.00
	<input checked="" type="checkbox"/> Wine, NOT to be consumed on premises:	\$ 200.00
3.	LIQUOR LICENSE	
	<u> </u> Liquor by the drink	\$ 560.00
		Total Due: \$ <u>250</u>

STATE LICENSE NO. 3742 COUNTY LICENSE NO. 105 (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 Roundabout Home Entertainment

D/B/A Video West

Mailing Address POB 4544 Ketchum ID 83340

Phone Number 208 720 6765

Physical Address of business where license will be displayed 560 Washington Ave N Ketchum ID 83340

Record owner of the property Susan Tyson

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: LLC

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

 POB 4544 Ketchum ID 83340

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

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

Applicant Crist Anderson

Relation to Business Owner

Subscribed and sworn to before me this day of .

Kathleen Schwaiblmair
Notary Public or City Clerk or Deputy

License Fee Received \$ 250.00

License No. 221A

Approved by City of Ketchum, ID

By Mayor

July 21, 14

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 X, Partnership, Individual, does hereby make application for a license to sell during the year 2014-2015, the following:

- 1. BEER LICENSE
Draft or Bottled or Canned Beer, to be consumed on premises \$ 200.00
Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
2. WINE LICENSE
Wine, to be consumed on premises: \$ 200.00
Wine, NOT to be consumed on premises: \$ 200.00
3. LIQUOR LICENSE
Liquor by the drink \$ 560.00

Total Due: \$ 760.00

STATE LICENSE NO. 5B-67 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 KERRY ARMSTRONG
D/B/A CASINO INC
Mailing Address 1863 S LAWANOR WAY BOISE, ID 83706
Phone Number 208-860-6592

Physical Address of business where license will be displayed 280 N. MAIN
Record owner of the property CASINO INC

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

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

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

If a partnership, give the names and addresses of all partners: KERRY ARMSTRONG 1863 S LAWANOR WAY BOISE ID 83706
KEVIN WENNY 927 E. PARK CENTER BLDG # 251 BOISE ID 83706

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 Kerry Armstrong Relation to Business Vice President

Subscribed and sworn to before me this day of

Hathleen Schulte-Kenberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 760.00 KS.
License No. 1326A

Approved by City of Ketchum, ID By Mayor

July 21, 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
FEEFIFAUXKJ@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

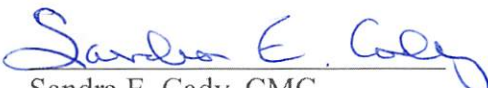
KAREN JACOBSEN
an Independent Artist

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.

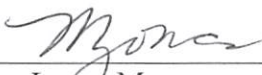
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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, City Treasurer/Clerk, do hereby certify that the following is a true and correct copy of the original as the same appears in the files of the City Treasurer/Clerk.

This is to certify 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 Treasurer/Clerk, this _____ day of _____, 20__.

City Treasurer/Clerk

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

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.

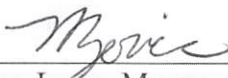
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN RE:)	
)	
Wood River Community YMCA)	
Educational Greenhouse and)	KETCHUM CITY COUNCIL - FINDINGS OF FACT,
Garden)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-026)	

BACKGROUND FACTS

OWNER: City of Ketchum, leased to the Wood River Community YMCA

REQUEST: Planned Unit Development (PUD) minor amendment (PUDs are processed through a conditional use permit.)

LOCATION: Tax Lot 6689 (101 Saddle Way)

ZONING: Tourist (T)

NOTICE: Property owners within 300 feet were mailed notice on June 18, 2014.
Published in the Idaho Mountain Express on June 18, 2014.
Posted on site on June 30, 2014.

REVIEWER: Rebecca F. Bundy, Senior Planner

FLOOR AREA:

EXISTING BUILDING	51,655 sf
<u>GREENHOUSE ADDITION</u>	<u>980 sf</u>
TOTAL	52,635 sf

LOT AREA: 248,372 square feet. This is the area of the entire lot, owned by the City of Ketchum.

OPEN SPACE:

Footprint of lease for building	72,867 sf
Landscaping easement area	42,542 sf
Proposed addition in landscaping easement	980 sf
Resultant open space	41,562 sf
Total open space (%)	57% (35% required)

BUILDING HEIGHT: 16'-2" (35 feet allowed) for the proposed greenhouse addition. The height of the existing building will not change.

PROPOSED SETBACKS: (of the addition)

FRONT: ~70 feet **REAR:** 42'-2" **SIDE:** no change **SIDE:** 57'-9"

REQUIRED SETBACKS:

FRONT: 20 feet (30' on WS Road) **REAR:** 0 feet **SIDE:** 0 feet **SIDE:** 0 feet

CURB CUT: No change

PARKING SPACES: No change. Staff finds that the limited number of users that will occupy the greenhouse at any one time, and the fact that the parking agreement anticipated a 32,500 ice rink that was never built, results in no need for additional parking for the facility.

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

GENERAL FINDINGS OF FACT

1. The Wood River YMCA is requesting an amendment to their PUD (CUP #04-008) for a nine hundred and eighty (980) square foot greenhouse addition and associated landscaping improvements, including eleven (11) cedar raised bed planter box, ornamental grasses, rock mulch and concrete walkway, to replace the existing lawn area at the southern end of the existing building.
2. The proposed greenhouse addition will be used to provide year-round gardening classes and workshops for approximately ten to fifteen (10 – 15) YMCA members at a time.
3. The Planning and Zoning Commission approved Design Review for the proposal and has recommended approval of an amendment to the existing PUD to the City Council, with Findings of Fact signed on June 9, 2014. The proposed greenhouse addition and associated landscape improvements are in compliance with the evaluation standards and conditions of approval of the original PUD.
4. The City Council conducted a public hearing on this PUD amendment on July 7, 2017, approved it unanimously and authorized the mayor to sign the Minor Amendment to Wood River YMCA Conditional Use Permit #04-008.
5. The YMCA was constructed in 2006 and, prior to construction, received the following approvals and made the following agreements:
 - Lease Agreement, dated March 16, 2005
 - Design Review, dated July 25, 2005
 - Planned Unit Development Agreement (PUD) Conditional Use Permit, dated September 19, 2005
 - License Agreement, dated October 16, 2006
 - Parking Agreement, dated October 16, 2006

6. The approvals were given for a 84,155 square foot building that included a variety of recreational facilities. With the exception of the 32,500 square foot ice arena, the project is constructed and operational.
7. The existing lease allows all educational uses as proposed for this project. The City Attorney has reviewed the lease and determined that no amendment to the lease shall be required for construction of the proposed greenhouse and landscaping improvements.
8. Attachments to the July 7, 2014 staff report:
 - A. Minor Amendment to Conditional Use Permit #04-008
 - B. Applicant's Submittal
 - Application form, dated February 28, 2014
 - Reduced plan set, dated April 30, 2014
 - C. Planning and Zoning Commission, Wood River Community YMCA Educational Greenhouse and Garden Design Review and PUD Amendment, Findings of Fact, signed June 9, 2014
 - D. Wood River Community YMCA PUD Findings of Fact, signed October 3, 2005
 - E. Conditional Use Permit #04-008, signed March 16, 2006

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. Under Chapter 65, Title 67 of the Idaho Code, the City is required to pass certain ordinances regarding land use, including zoning and subdivision ordinances.
2. The Council and Commission have the authority to hear the Applicant's Subdivision application pursuant to Idaho Code, Section 67-6516 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.
3. The City Council's July 7, 2014 public hearing of the applicant's PUD amendment application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
4. The application **does** meet the standards of approval of the Ketchum Subdivision Code Title 16, Chapter 16.08.

DECISION

THEREFORE, the Ketchum City Council **approves** this minor PUD amendment application this 7th day of July, 2014, provided the following conditions are met:

1. All conditions of the original PUD (CUP #04-008) shall apply.
2. All conditions of Design Review #14-026 shall apply.

Findings of Fact **adopted** this 21st day of July, 2014.

Nina Jonas
Mayor

STATE OF IDAHO)
) ss.
County of Blaine)

On this 21st day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Nina Jonas, known or identified to me to be the person whose name is subscribed to the within instrument.

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

Notary Public for Idaho
Residing at:
Commission Expires:

IN RE:)
) **KETCHUM CITY COUNCIL**
Vue Subdivision) **FINDINGS OF FACT**
Final Plat) **CONCLUSIONS OF LAW AND DECISION**
))
File Number: 14-023)

BACKGROUND FACTS

OWNERS: Thomas Monge and Elmar Graber
REPRESENTATIVE: Bruce Smith, PLS, Alpine Enterprises
REQUEST: Subdivision of Lot 19, Parkwood Subdivision into two (2) lots, 19A and 19B. (Once construction has commenced the applicant may request Preliminary Plat Townhouse Subdivision from the City Council for each of the resultant lots into two (2) sublots, for a total of four sublots for townhouse development.)
LOCATION: 105 Pinewood Lane (Lot 19, Parkwood Subdivision)
ZONING: General Residential – Low Density (GR-L)
OVERLAY: None
NOTICE: Legal notice was provided for the public hearing conducted by the City Council for the preliminary plat hearing on July 7, 2014. (New notice is not required for final plat.)
REVIEWER: Joyce Allgaier, Director of Planning and Building

GENERAL FINDINGS OF FACT

1. The applicant is proposing a subdivision of Lot 19 of Parkwood Subdivision into two (2) lots of over 8,000 square feet through this application. (This will be followed by the subdivision to create four (4) townhouse sublots to accommodate a four unit (detached) residential townhouse development.) Each unit will be approximately 2,445 square feet in size, including an attached one (1) car garage, and each will be two stories tall. The proposed development will replace an existing, older single family structure on the site.
2. This project has gained Design Review approval from the Planning and Zoning Commission, with Findings of Fact signed on June 23, 2014. It has received preliminary plat approval for the two lot subdivision and the townhouse subdivision from the Commission, with Findings of Fact signed on June 23, 2014. On July 14, 2014, the

subdivision gained final plat approval by the Commission. The project received preliminary plat approval for the two lot subdivision from with City Council, with Findings of Fact signed on July 7, 2014.

3. The final plat shows the lot line between Lots 19A and 19B shifted approximately 2.5 feet to the east in order to allow a greater setback at the western lot line.
4. Utility and access easements are depicted on the final plat as follows:
 - Ten (10) foot wide sewer line easement along the northern property boundary benefitting the City of Ketchum and the 4 townhome lots;
 - Twenty (20) foot wide access and utility easement along the southern property boundary (in a new private street – Pinevue Lane). This access and utility serves the City of Ketchum, 4 townhome lots, Lot 17 Parkwood Subdivision, and utility easement only to Parkwood Condominiums;
 - Eight (8) foot wide public utility easement along the north side of the access easement in Pinevue Lane; and
 - Ten (10) foot wide public utility easement along the eastern property boundary.

The final plat describes the access and utility easements and beneficiaries.

5. The Planning Administrator has determined that the proposed Pinevue Lane is a private street, resulting in proposed Lot 19B being a corner lot and Lot 19A being served by only Pinevue Lane. This layout was acceptable to the City Council in their hearing on the preliminary plat subdivision on July 7, 2014, noting that the development is a new subdivision and the layout reflect good land development for the vicinity. The Administrator has determined that, in accordance with the orientation of other lots in the neighborhood and the location of the private access street, the front lot line is the southern lot line of the proposed subdivision and the rear is the opposite northern lot line. The side lot lines are those lines running perpendicular to the front yard line. A standard building setback dimension to the property lines is required to the property lines of new Lots 19A and 19B, and including the interior lot line between Lots 19A and Lot 19B. It is noted that new subdivisions allow for the opportunity to create a new layouts for the development and establish and set the front, rear and side yards for the subdivision.
6. Attachments to the July 14, 2014 staff report:
 - A. Application, including:
 - Application Form, dated July 9, 2014
 - B. Reduced scale final plat, dated July 9, 2014
 - C. Findings of Fact, Planning and Zoning Commission, July 14, 2014

EVALUATION STANDARDS

16.04 Subdivision Criteria

16.04.040

F. Lot and Block Requirements.

- 1. Lot size, width, depth, shape, and orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings,**

Finding: The existing Lot 19 is 20,037 square feet in size. Proposed Lot 19A will be 8,260 square feet and Lot 19B will be 8,004 square feet in size, in conformance with the minimum lot size. The resultant lot widths will be 91.21 feet for Lot 19A and 96.72 feet for Lot 19B. Minimum lot size in the GR-L zoning district is 8,000 square feet and minimum lot width is 80 feet. The resultant lot shapes are roughly rectangular, and lot orientations are similar to other lots in the same GR-L zoning district. Building setbacks shall comply with the requirements of the zoning code and shall be reviewed as part of the Design Review process. The proposed subdivision is located in between the GR-H zoning district on the south and GR-L on the north and adjacent to the LR zoning district on the west. The layout and density is found to provide a transition between the GR-H and LR zoning districts. Solar access to adjacent properties will not be compromised.

Conclusion: This standard has been met.

- 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contain land with a slope in excess of twenty-five (25) percent based upon natural contours, or create corner lots at the intersection of two or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, water courses and topographical features,**

Finding: The proposed lots are located outside the 100 year floodplain and any designated floodplain hazard area. No wetlands or intermittent waterways are located on the properties. They are relatively flat and do not contain twenty-five (25) percent slope. Lot 19B is located at the corner of Pinewood Lane and the proposed private Pinevue Lane, providing vehicular access to the properties. To meet this requirement, a building envelope has been shown on Lot 19B and a plat not has been added stating that zoning code setbacks requirements in effect at time of permitting shall be met and that setbacks may be may be more stringent than the building envelope as depicted on the plat.

Conclusion: This standard has been met.

3. **Corner lots shall have a property line curve or corner of a minimum radius of twenty-five (25) feet unless a longer radius is required to serve an existing or future use,**

Finding: The grading plan submitted for Design Review shows a radius of twenty-eight (28) feet at the intersection of Pineway Lane and the proposed Pinevue Lane.

Conclusion: This standard has been met.

4. **Side lot lines shall be within twenty (20) degrees to a right angle or radial line to the street line,**

Finding: Each side lot line is located at about 90 degrees to the street lot lines on the proposed Pinevue Lane.

Conclusion: This standard has been met.

5. **Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s),**

Finding: No double frontage or reverse frontage lots are being created

Conclusion: This standard does not apply.

6. **Minimum lot sizes in all cases shall be reversed frontage lot(s),**

Finding: No reversed frontage lots are proposed.

Conclusion: This standard does not apply.

7. **Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the Office of the Blaine County Recorder prior to or in conjunction with recordation of the final plat.**

Finding: The proposed lots will be accessed from a twenty (20) foot wide access easement that becomes a private street, Pinevue Lane. The final plat shows the legal access easement.

Conclusion: This standard has been met.

G. Block Requirements. The length, width, and shape of blocks within proposed subdivisions shall conform to the following requirements:

1. **No block shall be longer than one thousand two hundred (1,200) feet, nor less than four hundred (400) feet between the street intersections, and shall have sufficient depth to provide for two tiers of lots,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

2. **Blocks shall be laid out in such a manner as to comply with the lot requirements,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

3. **The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, water courses and topographical features,**

Finding: No new blocks are being created.

Conclusion: This standard does not apply.

4. **Corner lots shall contain a building envelope outside of a seventy-five (75) foot radius from the intersection of the streets.**

Finding: No new blocks are being created with the development and a new corner lot is being created with the new subdivision. The property has been developed for many years with a single family dwelling located on Pinewood Lane. Lot 19B will be located within the 75 foot area as the lot touches both Pinevue Lane and Pinewood Lane. As proposed, no sight distance issues are found. The proposed location of the lots does not create a situation that crowds the streetscape or interfere with light, air and space that might be a safety or aesthetic impact. The intersection is adequate for safe turn movements from private Pinevue Lane and Pinewood Lane.

Conclusion: The intent of this standard is met with the design and layout of the subdivision.

H. Street Improvement Requirements -

1. **The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land,**

Finding: The proposed Pinevue Lane intersects the existing Pinewood Lane at a right angle, is consistent with existing topography and neighborhood fabric, does not impact public convenience or safety and provides access to use the property as allowed by the GR-L zoning regulations. Access to the four proposed infill sublots satisfies Comprehensive Plan, Policy H-3.1, Mixture of Housing Types in New Development by providing "a mixture of housing types with varied price ranges and densities that meet a variety of needs."

Conclusion: This standard has been met.

2. **All streets shall be constructed to meet or exceed the criteria and standards set forth in Ketchum Ordinance 276, codified in Chapter 12.04, and all other applicable ordinances, resolutions, or regulations of the city of Ketchum or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified,**

12.04.030. A. Right-of-Way. All private streets shall have a minimum right-of-way equal to the width of the street improvements, including but not limited to, sidewalk, curb and gutter, utilities and snow storage, or as otherwise approved by the City Council.

12.04.030. B. Street Widths. The unobstructed, all-weather surface of a private street shall not be less than twenty (20) feet nor wider than thirty (30) feet unless otherwise approved by the City Council.

12.04.030. C. Street Locations.

Finding: The proposed Pinevue Lane has an unobstructed width of twenty (20) feet.

Conclusion: This standard has been met.

1. Streets are to be arranged in proper relation to topography so as to result in usable lots, safe streets, and acceptable gradient. Grades shall not exceed seven percent.

Finding: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane, as is customary in the town. It has a gradient of two (2) percent.

Conclusion: This standard has been met.

2. The arrangement of streets shall provide for the continuation of existing streets from adjoining areas into new subdivisions unless otherwise approved by the city.

Finding: Proposed Pinevue Lane intersects with Pinewood Lane to provide access to the proposed subdivision. Pinevue Lane will also be available to connect future development to the west toward Lot 17 of Parkwood Subdivision. An easement to allow for both access and utilities to serve that property are included on the plat. This will allow for greater connectivity and reduce the need for new streets and paved surfaces.

Conclusion: This standard has been met.

3. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that said streets extend to the boundary lines of the tract to facilitate the future extension of said streets into adjacent areas. A reserve strip may be required and held in public ownership.

Finding: Adjoining areas are already subdivided.

Conclusion: This standard does not apply.

4. Minimum sight distance shall be two hundred (200) feet for residential streets and three hundred (300) feet for collector and arterial streets.

Finding: Proposed private Pinevue Lane has an unobstructed length of about two hundred and four (204) feet to its intersection with Pinewood Lane.

Conclusion: This standard has been met.

5. Streets shall be located horizontally and vertically so as to assure positive and effective drainage of storm and other surface waters. Subsurface

waters shall be accommodated by approved drains and other facilities as determined necessary by the city.

Finding: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Conclusion: This standard has been met.

6. Horizontal alignment shall be designed in accordance with AASHTO, geometric highway standards for the design speed of the proposed roadway. All curves shall be simple curves and superelevation shall not exceed six-tenths foot per foot. Unless otherwise specified by the city, the design speed shall be thirty-five (35) miles per hour.

Finding: As part of the Design Review and Subdivision approval process, civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Public Works.

Conclusion: This standard has been met.

12.04.030. D. Intersections.

2. No more than two streets shall cross at any one intersection.

Finding: Where proposed Pinevue Lane intersects Pinewood Lane only two streets intersect.

Conclusion: This standard has been met.

3. Intersections shall be located on a relatively flat grade with appropriate drainage slope. The flat section shall extend a minimum of seventy-five (75) feet each way from the center of the intersection. Maximum of two percent intersection grade will be allowed.

Finding: The proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane. The Public Works Director/City Engineer is satisfied with the street design.

Conclusion: This standard has been met.

4. Minimum clear sight distance at all intersections shall permit vehicles to be mutually visible when each is a minimum of one hundred (100) feet from the center of the intersection.

Finding: At the Pinevue Lane and Pinewood Lane intersection, the sight distance at the intersection is adequate for safe turn movements.

Conclusion: This standard has been met.

5. Intersections shall be clearly visible a minimum of two hundred (200) feet from the center of the intersection from all roadways.

Finding: The intersection of proposed private Pinevue Lane and Pinewood Lane is visible from about two hundred (200) feet from Pinevue Lane and is visible from about

two hundred (200) feet in each direction on Pinewood Lane. The street design has been approved by both the Public Works Director and the Fire Chief in terms of design.
Conclusion: This standard has been met.

12.04.030. E. Cul-de-Sacs. A cul-de-sac, court or similar type street shall have a maximum length of four hundred (400) feet from entrance to center of the turn-around, and all cul-de-sacs shall have a minimum turn-around radius of sixty (60) feet at the property line, and not less than forty-five (45) feet at the curb line.

Finding: No cul-de-sacs are proposed.

Conclusion: This standard does not apply.

3. **Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the council may require a frontage street, planting strip, or similar design features;**

Finding: The proposed subdivision does not abut or contain an existing or proposed arterial street, railroad, or limited access highway right-of-way.

Conclusion: This standard does not apply.

4. **Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods,**

Finding: Pinevue Lane is proposed to be available through an easement to serve adjoining property to the west in the event of future development.

Conclusion: This standard is met.

5. **Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide a safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing,**

Finding: Proposed Pinevue Lane is relatively flat and has a grade of two (2) percent within seventy-five (75) feet of the intersection with Pinewood Lane.

Conclusion: This standard has been met.

6. **In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated,**

Finding: No partial street dedication is proposed.

Conclusion: This standard does not apply.

7. **Dead-end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead-end street serves more than two lots, a temporary turn-around easement shall be provided which easement shall revert to the adjacent lots when the street is extended,**

Finding: Proposed Pinevue Lane will terminate at the western boundary of the proposed Vue Subdivision. An easement has been provided to serve potential future development to the west. Each proposed lot and future sublots in the subdivision are provided with its own turn-around so that a turn-around easement is not necessary. The street design meets city and fire codes and is found acceptable to the Public Works Director/City Engineer and Fire Chief.

Conclusion: This standard has been met.

8. **A cul de sac, court, or similar type street shall be permitted only when necessary to the development of the subdivision and provided that no such street shall have a maximum length greater than four hundred (400) feet from entrance to center of turn-around, and all cul de sacs shall have a minimum turn-around radius of sixty (60) feet at the property line and not less than forty-five (45) feet at the curb line,**

Finding: No cul-de-sacs are proposed.

Conclusion: This standard is not applicable.

9. **Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy (70) degrees,**

Finding: Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Conclusion: This standard has been met.

10. **Where any street deflects an angle of ten (10) degrees or more, a connecting curve shall be required having a minimum center line radius of three hundred (300) feet for arterial and collector streets, and one hundred twenty-five (125) feet for minor streets,**

Finding: Proposed Pinevue Lane does not deflect an angle of ten (10) degrees or more.

Conclusion: This standard does not apply.

11. **Streets with center line off-sets of less than one hundred twenty-five (125) feet shall be prohibited,**

Finding and Conclusion: Not applicable.

12. **A tangent of at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets,**

Finding and Conclusion: Not applicable.

- 13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confusing with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval,**

Finding: Proposed Pinevue Lane is not a continuation of an existing street. Its name has been approved through the preliminary plat process.

Conclusion: This standard has been met.

- 14. Street alignment design shall follow natural terrain contours to result in safe streets, useable lots, and minimum cuts and fills,**

Finding: The site is basically flat and does not dictate cuts, fills, or any unacceptable design features. Proposed Pinevue Lane is oriented at ninety (90) degrees to existing Pinewood Lane.

Conclusion: This standard has been met.

- 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets,**

Finding: Proposed Pinevue Lane is connected to existing Pinewood Lane, a street that serves as an efficient collector from the existing neighborhoods.

Conclusion: This standard has been met.

- 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat and all landscaping and irrigation systems shall be installed as required improvements by the subdivider,**

Finding: No reserve planting strip is proposed.

Conclusion: This standard does not apply.

- 17. In general, the center line of street shall coincide with the center line of the street right-of-way and all crosswalk markings shall be installed by the subdivider as a required improvement,**

Finding: The center line of proposed Pinevue Lane coincides with that of existing Pinewood Lane. No crosswalks are proposed or required, since there will be very little traffic generated by Pinevue Lane.

Conclusion: This standard has been met.

- 18. Street lighting may be required by the commission or council where appropriate, and shall be installed by the subdivider as a required improvement,**

Finding: A new replacement street light is proposed at the southwest corner of the intersection of Pinevue Lane and Pinewood Lane in a similar location to the existing street light.

Conclusion: This standard has been met.

- 19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H.2 of this section,**

Finding: The applicant is proposing a private street, Pinevue Lane, to serve the subdivision. The Public Works Director/City Engineer and Fire Chief find the design and proposed construction features to be acceptable.

Conclusion: This standard has been met.

- 20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city,**

Finding: This standard shall be met with a condition of approval.

Conclusion: This standard has been met with the condition that street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city. "Fire lane/no parking" signs shall be installed along Pinevue Lane as required by the Fire Chief.

- 21. Bridges. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefore,**

Finding and Conclusion: Not applicable.

- 22. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.**

Finding: No sidewalk, curb and gutter are required in residential neighborhoods and in the GR-L zoning district.

Conclusion: This standard does not apply.

- I. Alley Improvement Requirements. Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty (20) feet. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H.2 of this section.**

Finding and Conclusion: Not applicable.

J. Required Easements. Easements, as set forth hereinafter, shall be required for location of the utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.

- 1. A public utility easement at least ten (10) feet in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.**

Finding: An eight (8) foot wide public utility easement for the proposed water line is located along the northern side of the private street and the street itself includes an easement for public utilities. An additional ten (10) foot sewer line is proposed along the north lot lines, so that water/sewer line separation requirements are met.

Conclusion: This standard has been met.

- 2. Where a subdivision contains or borders on a water course, drainage way, channel or stream, an easement shall be required of sufficient width to contain said water course and provide access for private maintenance and/or reconstruction of said water course.**

Finding and Conclusion: Not applicable.

- 3. All subdivisions which border the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a ten (10) foot fisherman and nature study easement along the river bank. Furthermore, the council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the river bank which runs through the proposed subdivision.**

Finding and Conclusion: Not applicable.

- 4. All subdivisions which border on the Big Wood River, Trail Creek, and Warm Springs Creek shall dedicate a twenty-five (25) foot scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion.**

Finding and Conclusion: Not applicable.

- 5. No ditch, pipe, or structure for irrigation water or irrigation waste water shall be constructed, re-routed, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property**

owner holding the water rights thereto. A written copy of such approval shall be filed as part of required improvement construction plans.

Finding and Conclusion: Not applicable.

6. **Nonvehicular transportation system easements including pedestrian walkways, bikepaths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.**

Finding: There is no non-vehicular link adjacent to the subject property to connect to.

Conclusion: This standard does not apply.

- K. **Sanitary Sewage Disposal Improvements.** Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council, and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety, and welfare.

Finding and Conclusion: Lots 19A and 19B (including proposed sublots) will be connected to the City of Ketchum sewer system and are required to meet all standards of the Ketchum Utilities Department. This has been made a condition of approval.

- L. **Water System Improvements.** A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction thereover. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions and no dead-end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the city of Ketchum.

Finding and Conclusion: Lots 19A and 19B (including proposed sublots) shall be connected to the City of Ketchum water system and shall meet all requirements of the Ketchum Utilities Department. This has been made a condition of approval.

M. Planting Strip Improvements. Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for said planting strip with the preliminary plat application and the landscaping shall be a required improvement.

Finding and Conclusion: This standard does not apply.

N. Cuts, Fills, and Grading Improvements. Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:

1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.

Finding: The proposed grading has been designed by a civil engineer. No soils report has been submitted or required for the subdivision. The site is relatively flat.

Conclusion: This standard has been met.

2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Said plan shall contain the following information:

a. Proposed contours at a maximum of five (5) foot contour intervals;

b. Cut and fill banks in pad elevations;

c. Drainage patterns;

d. Areas where trees and/or natural vegetation will be preserved;

e. Location of all street and utility improvements including driveways to building envelopes. Any other information which may reasonably be required by the administrator, commission, or council to adequately review the effect of the proposed improvements.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Conclusion: This standard has been met.

3. Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works and found acceptable.

Conclusion: This standard has been met.

4. **Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.**

Finding: There are no areas within the proposed subdivision that are not suited for development. The lot is large, relatively flat and not near any water body.

Conclusion: This standard does not apply.

5. **Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.**

Finding: The applicant has indicated their intent to build as soon as all necessary approvals have been obtained. However, staff suggests a condition of approval that, if a building permit is not obtained or if construction commenced but is not completed by October 31, 2014, that existing disturbed areas be revegetated or restored with perennial vegetation sufficient to stabilize the area from erosion.

Conclusion: This standard has been met with the condition that, where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such time as said revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

6. **Where cuts, fills, or other excavation are necessary, the following development standards shall apply:**

- a. **Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.**
- b. **Fills shall be compacted to at least ninety-five (95) percent of maximum density as determined by AASHO T99 (Am. Assoc. State Highway Officials) and ASTM D698 (American Standards Testing Methods).**
- c. **Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.**
- d. **Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top and existing or planned cut slope.**
- e. **Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten (10) feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at**

least six feet plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.

Finding: The applicant is required to submit a utility plan for approval by the Public Works Director/City Engineer who is authorized to evaluate and approve such plan.

Conclusion: This standard has been met.

- O. Drainage Improvements.** The subdivider shall submit with the preliminary plat application, such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders.

Finding: Civil engineered grading, drainage and road construction plans have been submitted and reviewed by all necessary City departments, including Streets and Public Works.

Conclusion: This standard has been met.

- P. Utilities.** In addition to the terms mentioned hereinabove, all utilities including but not limited to, electricity, natural gas, telephone, and cable serves shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.

Finding: The civil engineered grading and utility plans show water and sewer to be undergrounded. The utility plan has been found acceptable by the Public Works Director and development of such shall meet City of Ketchum requirements.

Conclusion: This standard has been met.

- Q. Off-Site Improvements -** Where the off-site impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.

Finding: Addition of 2 lots that allow for up to 4 units of housing into the existing infrastructure of the surrounding neighborhood will not have substantial impact to warrant other public infrastructure improvements.

Conclusion: This standard has been 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 Department of Planning and Building provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Planning Commission and City Council for review of this application.
4. The proposed final 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 final plat of Vue Townhomes Subdivision, plans dated July 9, 2014, by Alpine Enterprises, Inc.

DECISION

THEREFORE, the Ketchum City Council **approves** of this final plat application this 21st day of July, 2014, subject to the following conditions:

1. This approval is given for the final plat of the subdivision of Lot 19 into Lots 19A and 19B, dated July 9, 2014, by Alpine Enterprises. Preliminary and final plat approvals are required in order to create the townhouse sublots;
2. All development of utilities shall be in conformance with City of Ketchum standards and meet with the approval of the Public Works Director/City Engineer or other applicable utility authorities;
3. A final plat shall be recorded in the records of the Blaine County Clerk and Recorder. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,

- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
- 5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 6. Street name and fire lane signs shall be installed on the private road in accordance with City of Ketchum standards.
- 7. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
- 8. If a building permit is not obtained or construction has not been completed by October 31, 2014, the applicant shall revegetate and otherwise restore any disturbed areas with perennial vegetation sufficient to stabilize disturbed areas.

Findings of Fact **adopted** this 21st day of July, 2014.

Nina Jonas, Mayor

STATE OF IDAHO)
) ss.
County of Blaine)

On this 21st day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Nina Jonas, known or identified to me to be the person whose name is subscribed to the within instrument.

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

Notary Public for Idaho
Residing at: Blaine County
Commission Expires: