



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, June 16, 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: Traffic Authority – Michael David.
 - c. Proclamation for Outstanding Service for Rich Fabiano.
3. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
 - b. Presentation to determine public interest in the City purchasing the Big Wood Golf Course – Sean McCoy and Tom Praggastis.
 - c. Mountain Rides presentation for funding for FY2014-15– Jason Miller, Mountain Rides Executive Director.
 - d. Ketchum Community Development Corporation presentation for funding for FY2014-15 – Jon Duval, KCDC Executive Director.
4. COMMUNICATIONS FROM STAFF.
 - a. Proposed Transportation Hub Project, Approval of Project and Use of City Right of Way – Joyce Allgaier, Director of Planning and Building.
 - b. Recommendation to Terminate the Memorandum of Understanding between the Idaho State Tax Commission and the City of Ketchum regarding collection and enforcement of local option taxes – Ray Silver, Interim City Administrator.
5. AGREEMENTS AND CONTRACTS.
 - a. A.W.E. LLC First Amendment to the Development Agreement – Joyce Allgaier, Director of Planning and Building.
 - b. Update on Information Transport Systems (ITS) Contracts – Mike Elle, Fire Chief and Sean Tajkowski, Technical Planning Consultant.
6. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance 1117: Proposed Text Amendments to the Ketchum Zoning Code Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H) Maximum Floor Area Ratio – Joyce Allgaier, Director of Planning and Building.
7. COMMUNICATIONS FROM THE PRESS.
8. CONSENT CALENDAR
 - a. Approval of minutes: June 2, 2014 Regular City Council Meeting and June 9, 2014 and June 10, 2014 Special City Council Meetings.
 - b. Recommendation to approve current bills and payroll summary.

- c. Approval of 2014-15 Liquor, Beer and Wine Licenses.
9. EXECUTIVE SESSION to discuss:
 - a. Labor Relations pursuant to Idaho Code §§67-2345 1(c).
 - b. Land Acquisition pursuant to Idaho Code §§67-2345 1(c).
10. ADJOURNMENT.

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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

Thank you for your participation.

We look forward to hearing from you!

City of Ketchum, Idaho

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



June 11, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

June 16, 2014 City Council Agenda Report

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

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

- c) Proclamation for Outstanding Service for Rich Fabiano

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

This is an executive action.

3. COMMUNICATIONS FROM THE PUBLIC.

- b) Presentation to determine public interest in the City purchasing the Big Wood Golf Course – Sean McCoy and Tom Praggastis.

Sean McCoy and Tom Praggastis will present to the Mayor and Council in regards to the Big Wood Golf Course. A map has been provided in the packet for council review.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*

- c) Mountain Rides presentation for funding for FY2014-15 – Jason Miller, Mountain Rides Executive Director.

Jason Miller, Mountain Rides Executive Director will provide the Mayor and Council with a funding request for the 2014-15 Fiscal Year. Jason has provided information in the packet for council review.

RECOMMENDATION: None

RECOMMENDED MOTION: *None*

This is a legislative matter.

- d) Ketchum Community Development Corporation presentation for funding for FY2014-15 – Jon Duval, Ketchum Community Development Corporation Executive Director.

Jon Duval, Executive Director of the Ketchum Community Development Corporation will be presenting a funding request for the 2014-15 fiscal year. Jon has provided information in the packet for Council review.

RECOMMENDATION: None.

RECOMMENDED MOTION: *None*.

This is a legislative matter.

4. COMMUNICATIONS FROM STAFF.

- a) Proposed Transportation Hub Project, Approval of Project and Use of City Right of Way – Joyce Allgaier, Director of Planning and Building.

Mountain Rides is seeking approval of the Mountain Rides Transportation Hub Master Plan dated April 15, 2014; a Maintenance, Operations, and Ownership Responsibility Agreement as well as authorization for the City of Ketchum Public Works Director/City Engineer to approve and sign permits for use of the City right of way; dig in, excavate or trench streets; and right of way encroachment to allow the project to be constructed.

The proposed bus transportation hub expands the number of bus stopping spaces for Mountain Rides and creates a central location where all bus routes can be accessed. The proposed improvements include amenities such as: bus shelters, stamped and colored concrete pedestrian bulb-outs, colored concrete pedestrian crosswalks, new and relocated street trees, additional bicycle parking spaces and racks, new benches, decorative bollards for pedestrian safety, additional way finding signage, and new and relocated street lights.

Mountain Rides is proposing that the construction project commence in early September and continue into late October. Mountain Rides would be responsible for the construction project and Robyn Mattison will be the City's representative in all construction aspects. All the improvements in the City right of way would become the property and responsibility of the City, and the City will need to enter into a maintenance and operational agreement with Mountain Rides.

The Planning and Zoning Commission granted design review approval to the project with conditions. According to Robyn Mattison the Hub project actually upgrades the infrastructure that the City has at the East/Sun Valley intersection.

Joyce Allgaier, Director of Planning and Building has provided a detailed staff report; an outline of maintenance, operations and ownership responsibilities; the proposal and documents from Hales Engineering and public comment in the packet for council review.

RECOMMENDATION: Staff respectfully recommends approval of the Mountain Rides Transportation Hub Project based upon the proposed plans and the stated provisions of ownership maintenance and operations. Conditions are contained within the motion.

RECOMMENDED MOTION: *“I move to approve the Mountain Rides Transportation Hub Master Plan dated April 15, 2014, and authorize the Mayor (after review and approval by the city attorney) to sign a Maintenance, Operations, and Ownership Responsibility Agreement that represents the proposed provisions and responsibilities as represented tonight. Furthermore, I move to authorize the City of Ketchum Public Works Director/City Engineer to approve and sign permits for Use of City Right of Way Permit, Permit to Dig In, Excavate or Trench Streets, and Right of Way Encroachment Permit in order to allow the project to be constructed. Such permits shall not be signed until private easements between Mountain Rides and KURA and Siegel are executed and provided to the City of Ketchum.”*

This is a legislative matter.

- b) Recommendation to Terminate the Memorandum of Understanding between the Idaho State Tax Commission and the City of Ketchum regarding collection and enforcement of local option taxes – Ray Silver, Interim City Administrator.

On May 6, 2013 the City Council approved a MOU with the Idaho State Tax Commission for collection and enforcement of local option taxes. The revenue received by the City in 2014 has been less than that received a year ago for the same months. When added to the \$192,800 the City is paying annually to the ISTC, the City has substantially less LOT funds compared to a year ago. Staff does not think that the City will receive a significant increase in LOT revenues above and beyond the \$192,800 in City costs by having the State collecting and administering the tax. Interim City Administrator Ray Silver has provided a detailed staff report in the packet for council review.

RECOMMENDATION: Staff respectfully recommends that the City Council terminate the MOU with the Idaho State Tax Commission for the administration, collection and enforcement of the City of Ketchum's Local

Option Tax and direct the Mayor to send a letter of termination to the ISTC per Section C.9 of the Memorandum of Understanding between the Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes.

RECOMMENDED MOTION: “I move to terminate the Memorandum of Understanding (MOU) with the Idaho State Tax Commission for the administration, collection and enforcement of the City of Ketchum’s Local Option Tax, and direct the Mayor to send a letter to the ISTC notifying them that the City is exercising their authority to terminate the Memorandum of Understanding Between the Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes.”

This is a legislative matter.

5. AGREEMENTS AND CONTRACTS.

- a) A.W.E. LLC First Amendment to the Development Agreement – Joyce Allgaier, Director of Planning and Building.

The applicant is requesting that office be added to the list of uses allowed by the development agreement. On May 27, 2014 the Planning and Zoning Commission held a public hearing on the application and recommended approval to the City Council. Rebecca Bundy has provided a detailed staff report, the development agreement and the findings of fact in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the City Council:

- 1) Approve the First Amendment to the 460 East First Street Development Agreement; and
- 2) Authorize the Mayor to sign said agreement, which officially executes the agreement.

RECOMMENDED MOTION: “I move to approve the First Amendment to the 460 East First Street Development Agreement application by A.W.E. LLC, and authorize the Mayor to sign the First Amendment to 460 East First Street Development Agreement with said owner.”

This is a legislative matter.

- b) Update on Information Transport Systems (ITS) Contracts – Mike Elle, Fire Chief and Sean Tajkowski, Technical Planning Consultant.

The City of Ketchum contracted with the Tajkowski Group to adopt a nationally recognized standards and practices program. The remodel project is moving ahead and included a second contract to audit our information

transport systems with phone carriers and internet service providers. Sean Tajkowski will present an update on the remodel project and updated contracts for phone and internet services. Fire Chief Mike Elle has provided a staff report in the packet for council review. Staff is currently negotiating contracts and they will be presented to Council at a later date.

RECOMMENDATION: None

RECOMMENDED MOTION: *None.*

6. ORDINANCES AND RESOLUTIONS.

- a) Ordinance No. 1117, Re. Proposed Text Amendments to the Ketchum Zoning Code Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H) Maximum Floor Area Ratio– Joyce Allgaier, Director of Planning & Building.

The Planning and Zoning Commission, a code work group, and staff have been working together to evaluate and propose changes to two sections of code regarding the Commercial Core District. The current code poses specific impediments to the kind of development the Ketchum Comprehensive Plan, Downtown Master Plan and the Zoning Code itself anticipates. The proposed changes would remove impediments and clarify the incentives regarding increased floor area ratios and community housing. The City Council conducted a public hearing and approved the first reading of Ordinance Number 1117 at their meeting of May 19, 2014, and approved the second reading on June 2, 2014. Joyce Allgaier, Director of Planning and Building has provided a detailed staff report and the Ordinance in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council adopt Ordinance 1117 amending Ketchum Municipal Code, Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio.

RECOMMENDED MOTION: *“I move to adopt Ordinance Number 1117 Amending Title 17, Chapter 17.64.010, Community Core District, (C) Exceptions, amending language to allow for exceptions to be allowed by the Planning and Zoning Commission in the design regulations, and (H) Floor Area Ratio amending language pertaining to allowable floor area ratios as it relates to the Community Housing Incentive.” (Roll call required.)*

This is a legislative matter.

8. CONSENT CALENDAR.

- a) Approval of minutes: June 2, 2014 Regular City Council Meeting and June 9, 2014 and June 10, 2014 Special City Council Meetings.

Copies of the minutes from the June 2, 2014 Regular Council Meeting, June 9, 2014 and June 10, 2014 Special Council Meetings 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.

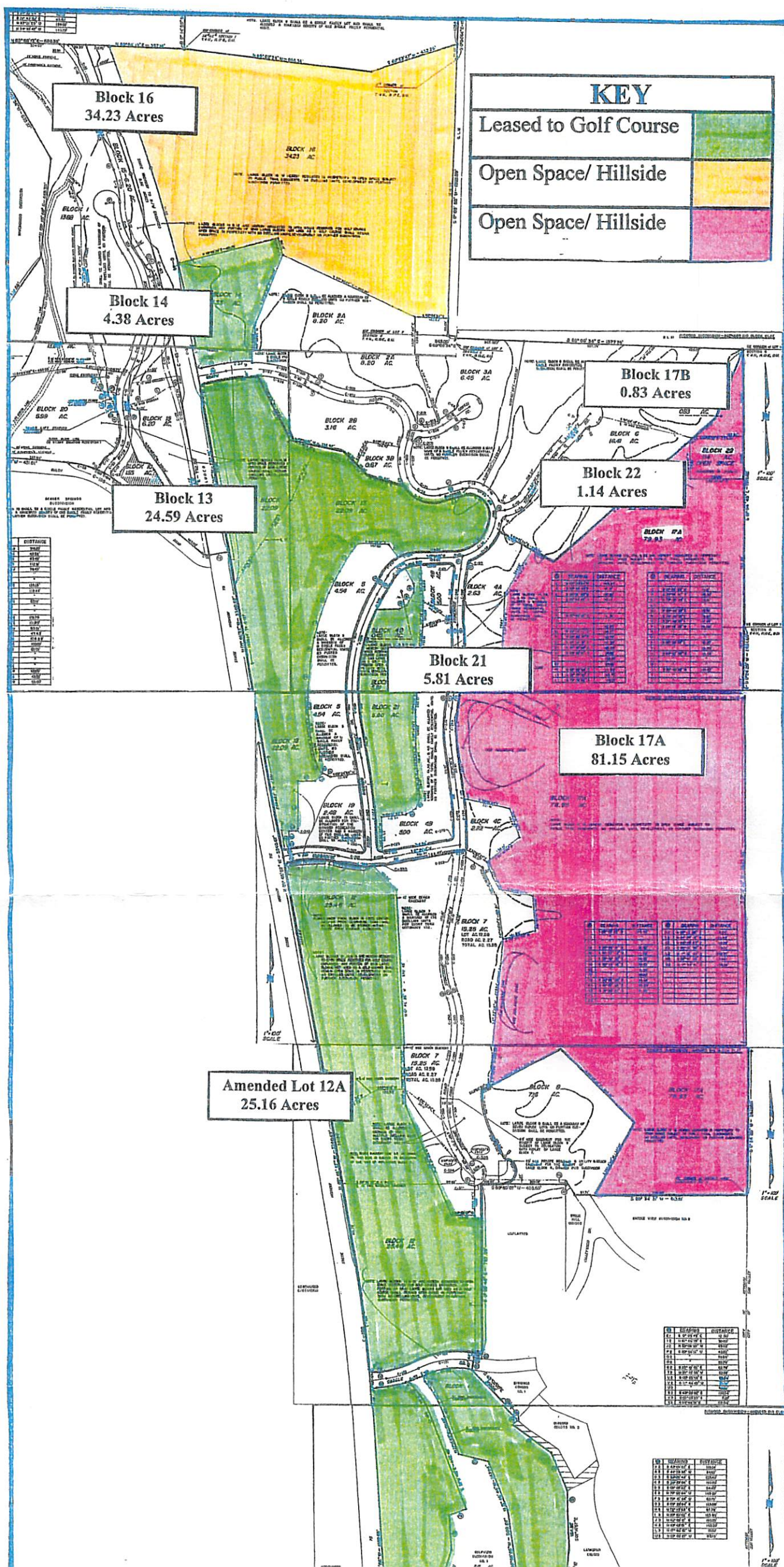
- c) Approval of the 2014-15 Liquor Beer & Wine Licenses.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Katie Carnduff", with a stylized flourish at the end.

Katie Carnduff
Administrative Clerk



FY2015 Budget Request to City of Ketchum

June 16, 2014



Our mission and goals



- **Vision (the big picture):** To be the sustainable transportation backbone of Blaine County and adjacent communities in order to improve the livability and attractiveness of the region for locals and visitors alike
- **Mission (what we do):** To provide cost effective transportation alternatives to the single occupant vehicle for those who live in, work in or visit Blaine County, including fixed route transit, vanpool, rideshare, biking, walking and transportation counseling.
- **Goals (how we succeed):**
 - Provide and advocate for a variety of transportation alternatives in Blaine County and surrounding communities that reduce the number of single occupancy vehicle trips.
 - Maintain and develop sources of funding support.
 - Promote knowledge and increase awareness of the benefits of transportation alternatives.
 - Encourage creative thinking about future transportation alternatives
 - Be an advocate for walkable, bicycle and pedestrian friendly communities.
 - Promote regional cooperation on transportation issues.

Mountain Rides moves Ketchum!

- Town Routes

- Free routes connecting Ketchum with River Run, Warm Springs, Sun Valley

- Valley Route

- Connecting the Valley, Ketchum is the major destination

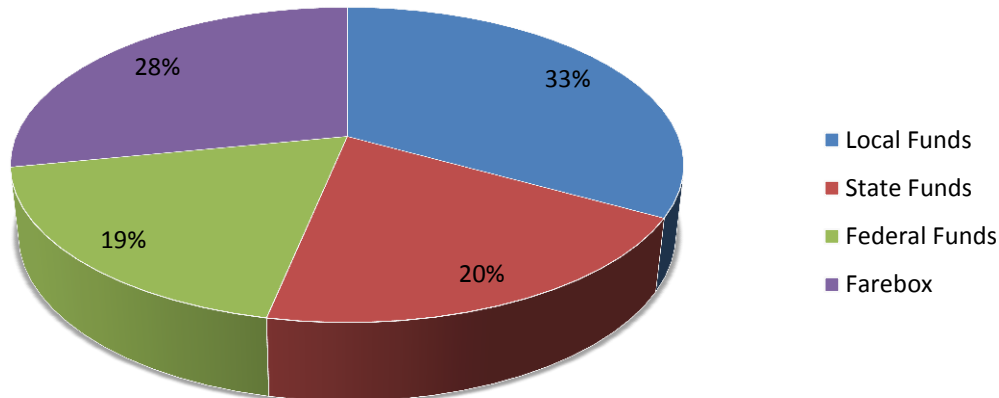
- Bike-ped

- BikeShare
- Bike and pedestrian master plan



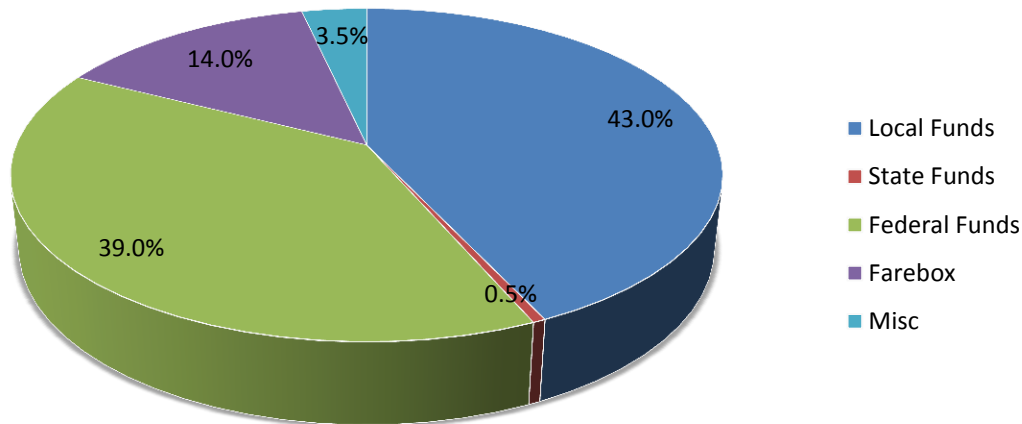
Mountain Rides relies on local and federal funding

Typical Transit Agency*



**US DOT 2006 Conditions and Performance Report*

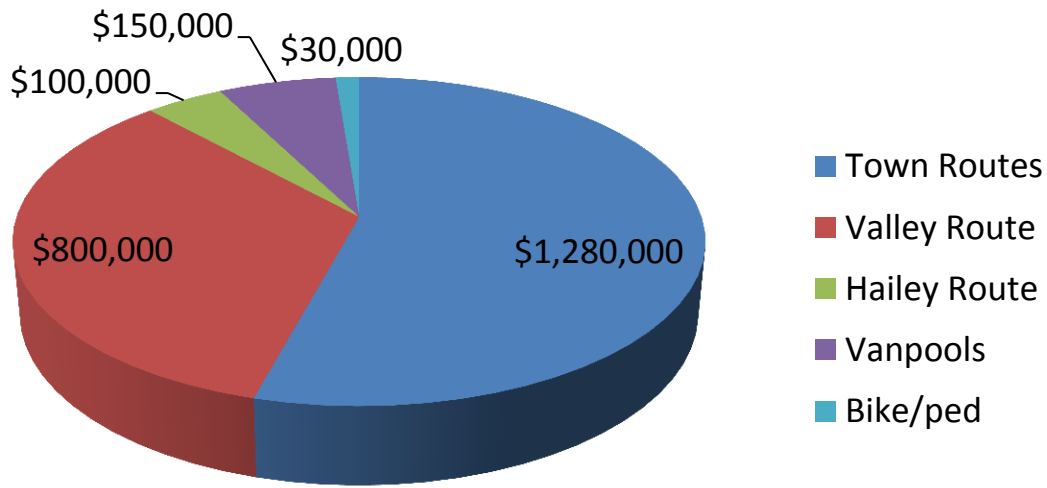
Mountain Rides



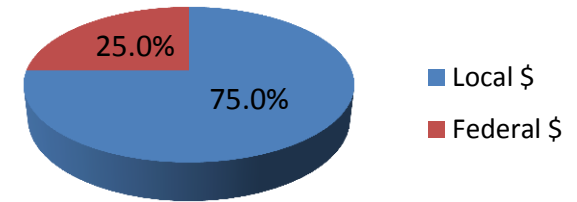
- MR depends heavily on local and federal funding
 - Better federal \$ picture for 2nd half FY2015
- No state funding mechanism
- Fare portion is lower due to free routes
 - LOT funding from Ketchum and SV make up difference
- Very little balance or diversity in MR funding categories
 - True for most public transportation agencies

Mountain Rides costs, income

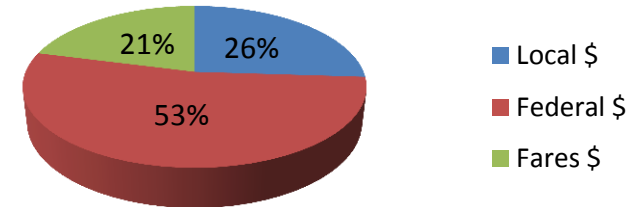
Cost by service



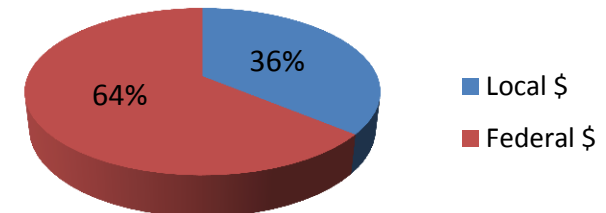
Town Routes funding



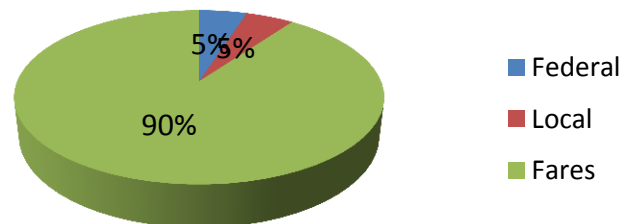
Valley Route funding



Hailey Route funding



Vanpool



FAQs re: City of Ketchum \$

- What does Mountain Rides federal funding picture look like?
 - Operating funding was cut significantly for funding year Apr 1, 2014 – Mar 31, 2015, but funding awarded for Apr 1, 2015 – Mar 31, 2016 returned to previous levels
- How does Mountain Rides use the City of Ketchum funding?
 - City of Ketchum funding is used to support routes that serve Ketchum – Blue and Green Routes are the primary routes town routes, Valley Route is the regional service. We also have Silver and Bronze routes serving Ketchum as part of our partnership with SV Co.
- How efficient is the Mountain Rides?
 - MR is one of the highest performing transit providers in the state: Mountain Rides serves an average of 15 riders per hour, which is excellent for a rural fixed route system (urban systems strive for 20-25 riders/hr)
- Who uses Mountain Rides services?
 - Mountain Rides has one of the most diverse user groups of any organization– second home owners, tourists, youth, seniors, commuters, transit dependent, disabled and choice riders are all on-board!
- What is the situation with Mountain Rides capital equipment?
 - We have received some unexpected funding that helps with replacing some older large buses. We are also refurbishing buses that have performed well. Fuel path study almost complete.

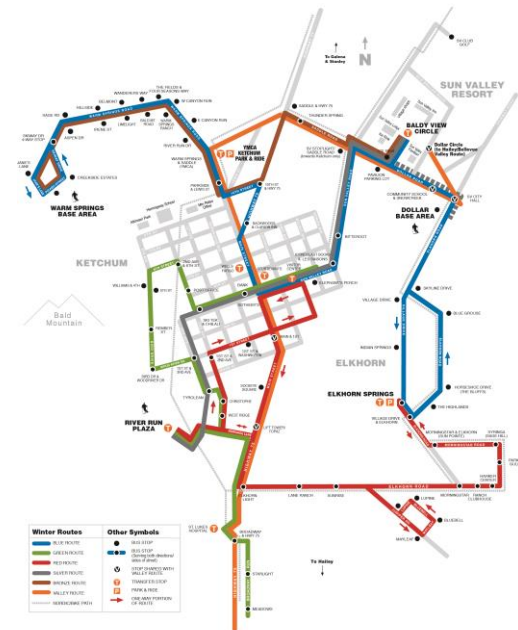
Summary of funding

MRTA Federal \$	FY13	FY14	FY15
TOTAL fed funding used By MRTA Budget year	\$955,000	\$897,000	\$921,000

MRTA Local \$	FY13	FY14 actual	FY15 request – Maintain service (2% increase)
Ketchum	\$522,610	\$550,000	\$561,000
Sun Valley	\$250,000	\$250,000	\$255,000
Hailey	\$65,000	\$68,000	\$75,000
Bellevue	\$0	\$200	\$1,500
Blaine Co (includes payment for land)	\$123,500	\$128,000	\$130,160
Sun Valley Company	\$175,000	\$175,000	\$178,500
TOTAL of all Local Funding	\$1,136,110	\$1,151,200	\$1,181,160
LESS Total contribution to capital	-\$170,676	-\$175,000	-\$175,000
TOTAL Local funding for MRTA operations by budget yr	\$965,434	\$976,200	\$1,006,160

Ketchum request = \$561,000

- 2% higher than FY14
 - Federal funding improved but still dealing with this year's decrease through 1st half of FY15
 - Increased costs in labor, benefits, liability insurance
- Assumes:
 - Keeping services largely the same with possibility of improving
 - Retool existing services to improve ridership, meet demand
- Goal of retaining existing services while looking for opportunities



Mountain Rides matters

- Keep Ketchum competitive
- Provide mobility for all who live, visit or work in Ketchum
- Saves energy, reduces pollution/traffic, improves quality of life
- Fits with City of Ketchum goals
 - High visibility, high return on investment of valuable local option tax funds
 - Supports economic development and tourism efforts
 - Benefits a wide variety of city residents, home owner and visitors and is open to all
- More than just buses
 - Bike-Ped Master Plan, vanpool and transportation planning benefits
- Leverages resources
 - Mountain Rides continues to look for ways to increase funding diversity
 - Local funding amplified with federal \$ to improve transportation

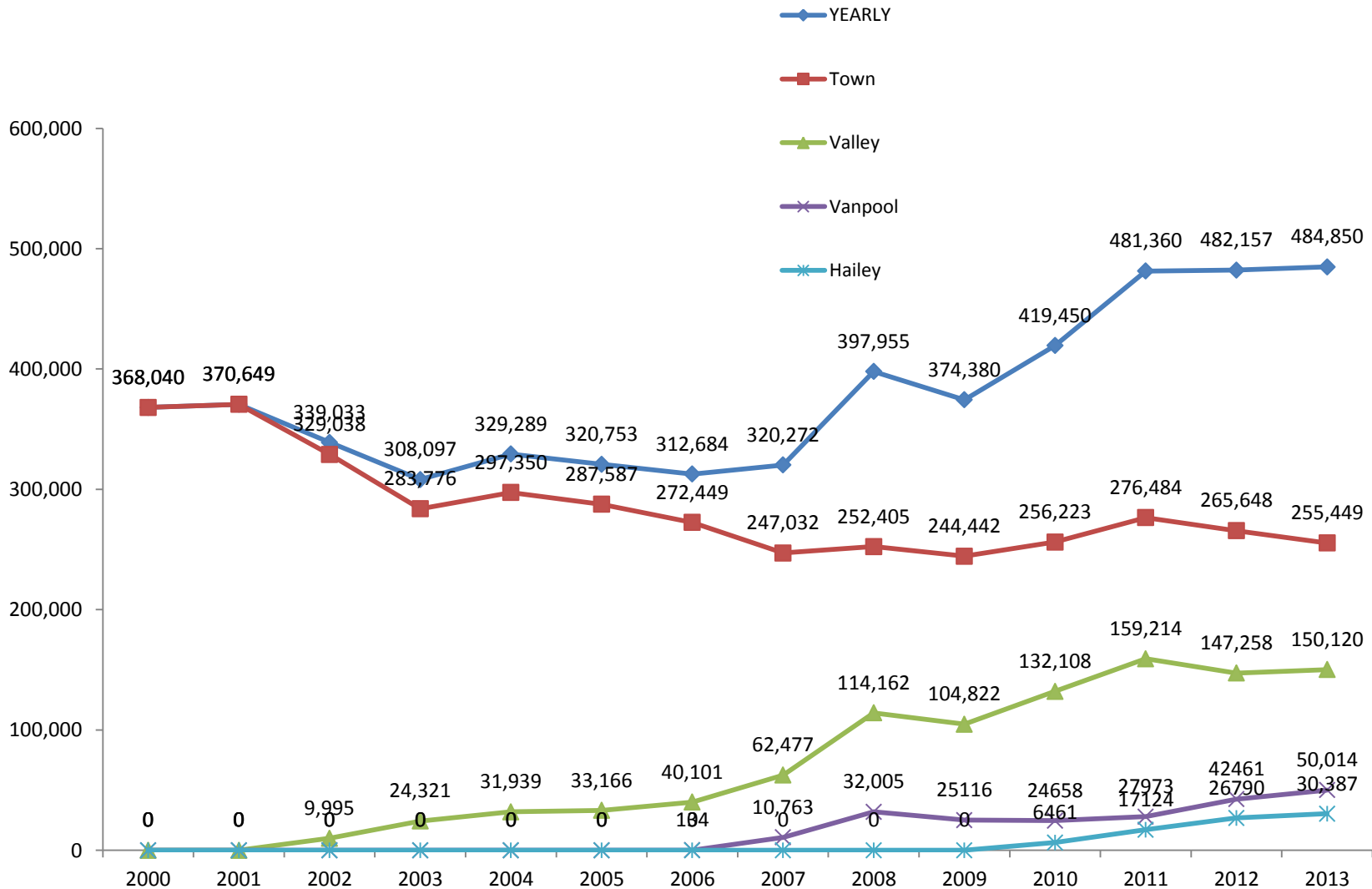


Recent successes

- CTAI Leadership award
 - Vanpool program
- CTAI Leadership award
 - Jason Miller for Mountain Rides
- High level of customer satisfaction in winter 14 survey
 - 97% excellent or very good rating of overall experience
 - City of Ketchum usage was high
- 24% increase in ridership for winter 2013-14
 - Even with lower skier count
 - Blue Route was up 25%



MOUNTAIN RIDES RIDERSHIP YEARLY TOTALS



Thanks for your support!

- What else can we provide to help in budget development?
 - Data
 - Scenarios
 - Performance
- How we can improve?
- How can we help you meet your goals?
- What can we do as next steps in budget process?





Jon Duval
Executive Director
P.O. Box 6452
Ketchum, ID 83340
www.ketchumcdc.org

FY 2014/2015 KCDC Proposed Contract for Services

Wednesday, May 20, 2014

To: Ketchum City Council

From: Jon Duval, Executive Director, Ketchum CDC

To the Ketchum City Council,

Pursuant to the workshop between the Ketchum Community Development Corporation (KCDC) and the Ketchum City Council on May 6, we would like to submit the following Contract for Services for the fiscal year beginning October 1, 2014, running through September 30, 2015, to fund the Ketchum Innovation Center (KIC).

Since opening its door in February, thanks to funding from the City, the KIC has had a fantastic start in fulfilling its mission of creating an entrepreneurial hub in Ketchum and the Wood River Valley.

By supporting and promoting entrepreneurs, startups and existing businesses through our facility, mentors and programs, the KIC is already creating an entrepreneurial ecosystem that previously did not exist. This central driver is aimed at developing a diversified year-round economy, assisting small businesses and attracting smart, young new residents – a goal that city leaders and the community have long prioritized.

In addition to the facility, the KIC has had great initial success with our robust programming efforts, including enthusiastic participation in our Mentors & Advisors Program (MAP), well-attended Workshop & Speaker Series events, increasing demand for our conference space by businesses and economic development organizations, a growing partnership with the BSU Venture College, and a focused effort on creating a local investment fund.

Since March 1, our official opening, the KIC has already accomplished the following:

- Four tenant businesses with a total of nine employees
- 21 businesses and over 25 entrepreneur participants in the MAP
- 31 volunteer mentors in the MAP
- Over 300 participants at 10 public events
- More than 75 hours worked by volunteer mentors
- Work with Sun Valley Economic Development on a local investment strategy to offer capital funding for businesses
- Work toward creating a program with the BSU Venture College that will leverage their resources and faculty to train local entrepreneurs
- Fostered partnerships with local businesses, such as Webb Landscaping and AC Houston to reduce overhead costs

For the upcoming fiscal year, the KCDC is proposing a scope of work (Exhibit A) that includes the continuation of this initiative and the incredible positive momentum it has already generated in our entrepreneurial and business community.

The KCDC has a proven track record of success with its projects, as well as an ability to leverage both public funding and volunteer resources. Since 2010, the KCDC has received approximately \$450,000 from the city in operating funding and an additional \$345,000 in hard costs for its projects. The return on this investment from the KCDC includes:

- Approximately \$1 million to the City payment from Northwood Place project.
- An \$8.8 million grant to build Northwood Place affordable housing project.
- \$460,000 in private donations for Ketchum Town Square.
- \$20,000 per year in property tax revenue to KURA from Northwood Place.
- Increased Local Option Tax revenue from the vibrancy provided by Town Square to surrounding businesses.
- Increased property tax increment due to the revitalization from downtown infrastructure improvements.

The KCDC would like to continue building on this project, as well as our history of success and responsibility with taxpayer funds by requesting a contract for service for a not-to-exceed amount of \$70,000 for the upcoming fiscal year. This covers the KCDC's estimated project costs and overhead expenses.

Thank you for your consideration,

Jon Duval, Executive Director, KCDC

EXHIBIT A
SCOPE OF SERVICES

Project: Ketchum Innovation Center

Scope of Work:

- Management and administration of the KIC at its current location at 100 Lindsay Circle.
- Maintain current lease agreement with property owner in which the City funds the building expenses in order to make it affordable for tenant companies.
- Market the KIC within the Wood River Valley and beyond to recruit new tenant businesses and Mentors & Advisors Program (MAP) members.
- Continue partnership with Sun Valley Economic Development to grow the MAP mentor base and refine structure.
- Evolve partnership with the BSU Venture College and work toward establishing Venture Ketchum, a structured entrepreneurial program supported by the BSU Venture College, with staff/faculty resources and curriculum.
- Work with SVED to create a local investment fund to provide capital to startups and existing businesses.

Project Budget:

- Building expenses - \$33,000
- Equipment/Internet - \$3,000
- Marketing/recruitment - \$4,000
- Speaker Series/Events - \$2,000
- Overhead - \$28,000
- Total cost - \$70,000

EXHIBIT B
Letters of Support



BOISE STATE UNIVERSITY

**VICE PRESIDENT FOR RESEARCH
AND ECONOMIC DEVELOPMENT**

June 5, 2014

Ketchum Innovation Center
100 Lindsey Circle
Ketchum, Idaho 83340

To whom it may concern,

The purpose of this letter is to reinforce Boise State University support for the Ketchum Innovation Center (KIC).

Boise State University's commitment to excellence as an institution extends to all aspects of our educational, research and public service mission – including economic development. Boise State University supports sustained, concerted actions of policy makers and communities that promote the standard of living and economic health of a specific area. KIC exemplifies these values.

Since January, Boise State University has demonstrated support and enthusiasm for KIC, including participation in a number of KIC sponsored events and accepting a seat on the Board of Directors. Boise State University and KIC are in the midst of planning a collaboration to deploy the entrepreneur program called 'Venture Ketchum' – a model based on Venture College at Boise State. The established program includes Lean Launch and Business Model Canvas principles as well as access to mentors and potential funding.

Boise State University values its collaboration with the KIC which serves as a catalyst for essential economic development activities with long-term lasting impacts for Idaho.

Sincerely,

Mark Rudin
Vice President for Research and Economic Development

1910 University Drive Boise, Idaho 83725-1139

Phone (208) 426-5732 Fax (208) 426-2155 MarkRudin@boisestate.edu www.boisestate.edu/research



June 5, 2014

To the Ketchum City Council,

I'm writing on behalf of the Sun Valley Economic Development (SVED) Board to voice our support for the Ketchum Community development Corporation (KCDC) activities at the Ketchum Innovation Center (KIC), and to support their funding request for FY2014-15.

SVED has been working closely with the KIC to create the Mentors & Advisors Program, a critical piece of the entire KIC effort in supporting entrepreneurs, startup companies and existing businesses. Using the KIC facility as a hub, the MAP, in just two months of operation, has over 40 mentors helping over 20 businesses, with the goal of getting them off the ground, soundly established and able to expand if necessary.

For at least a decade, the City of Ketchum and its community members have been looking for ways to diversify its economy and attract/support year round businesses that aren't solely dependent on tourism or the weather. With the KIC and MAP, we have two significant pieces in place working toward this end.

In addition, the KCDC and SVED have begun a third part of this initiative, developing a local investment program to help provide capital to businesses looking to expand or allow entrepreneurs to get a new venture started.

SVED believes that the progress this project has already made is more than enough reason for us to strongly urge Ketchum to approve the KCDC funding request for the 2014/14 fiscal year.

Thank you for your consideration,

Harry

Harry Griffith

Executive Director

Sun Valley Economic Development



June 5, 2014

To the Ketchum City Council,

I'm writing on behalf of the Sun Valley Economic Development (SVED) Board to voice our support for the Ketchum Community development Corporation (KCDC) activities at the Ketchum Innovation Center (KIC), and to support their funding request for FY2014-15.

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SVED believes that the progress this project has already made is more than enough reason for us to strongly urge Ketchum to approve the KCDC funding request for the 2014/14 fiscal year.

Thank you for your consideration,

Harry

Harry Griffith
Executive Director
Sun Valley Economic Development



**KETCHUM
INNOVATION
CENTER**

KETCHUM COMMUNITY
DEVELOPMENT CORP.

CREATE. COLLABORATE. ACCELERATE.

INNOVATION CENTER

- The goal of the project is to create an innovation center and business incubator for entrepreneurs, small existing companies with growth potential, and start-up businesses working toward capitalization and commercialization.
- Already, the KIC is providing a vibrant workspace targeting synergistic companies, such as product design and development, graphic design, web development, marketing, and public relations.

KIC NUMBERS AT A GLANCE

From March 1 – June 16	
Companies	4
Employees	8
Events & Workshops	10
Participants	300+

MAP NUMBERS AT A GLANCE

From March 1 – June 16	
Companies	20
Employees	24
Mentors	35
Volunteer Hours	75+
Events/Meetings	20+

PROGRAM RECAP

- Conference Room – has been used by KIC tenants, non-tenant members of the MAP and other economic development organizations.
- Speaker Series – first three workshops have averaged over 20 attendees.
- Sun Valley Creative Lab – informal entrepreneur gatherings have had around 30 people attend.
- DENT Conference event brought 60+ visitors from Silicon Valley and Seattle to the KIC.
- July gathering of the Boise Angel Alliance planned.

PROGRAM INITIATIVES

BSU/Venture College Partnership

- Partnership with the BSU Venture College to create Venture Ketchum.
- This program will provide a more structured entrepreneurial program to get local start-ups off the ground for improved chances of success.
- Will include training for staffed mentors and utilization of Venture College resources and faculty.

PROGRAM INITIATIVES

Local Investment Fund

- This fund will provide capital to entrepreneurs, start-ups and existing businesses, using funding alternatives to traditional small business loans.
- Will include training for staffed mentors and utilization of Venture College resources and faculty.
- Using KCDC and SVED resources, this initiative will reach out to residents and part-time homeowners to give them the opportunity to invest in our community.

PROPOSED BUDGET

- Like the majority of incubators/accelerators, which are funded by public sources, the KIC benefits the city and community by supporting start-ups and small businesses.
- The KIC helps non-tenant businesses and entrepreneurs through partnerships with mentors and potential investors, helping them succeed and expand.
- These programs promote a more robust and diverse local economy, which will boost employment, sales tax revenue, and community sustainability and vibrancy.

PROPOSED BUDGET

Project Costs:

Building Expenses	\$34,000
Equipment/Internet	\$4,500
Marketing/Recruitment	\$2,500
Events	\$2,000
KCDC Overhead	\$28,000
TOTAL	\$70,000

City of Ketchum, Idaho

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



June 10, 2014

Mayor Jonas and Ketchum City Council
City of Ketchum
Ketchum, Idaho

Mayor Jonas and Council Members:

Mountain Rides – Proposed Transportation Hub Project, Approval of Project and Use of City Right of Way

Introduction/History

The proposed Transportation Hub Project (the "Hub") has been carried out as a partnership between Mountain Rides, the KURA and the City of Ketchum (for use of the right of way, design, siting and financial support). The project has been underway for over two (2) years and is now at the point of a proposed final design and requested approval for construction. Other parties have been involved with the project as bus shelters are proposed on private property in front of the Elephant's Perch and on KURA property. The City Council's approval is required for the final design and such extensive public improvements in the City right-of-way. Should the project gain approval from the city council, an agreement would need to be executed between the City of Ketchum and Mountain Rides to confirm ownership of the improvements and set forth maintenance responsibilities. Easements will need to be granted for use of private property in order to allow for long-term use of the properties for components of the Hub.

Representatives of Mountain Rides and their design team will be present to provide an overview of the project, how the project evolved to this final proposal, and highlight the community engagement efforts undertaken.

Attachments:

A - Proposal and Documents

- Memorandum-Overview of Project, Hales Engineering, dated March 6, 2014
- Reduced Plan Set, dated April 15, 2014

B - Outline of Maintenance, Operations and Ownership Responsibilities

C - Public Comment

- Libby Huyck, February 3, 2014
- Helcia Graf, April 14, 2014
- Bob Rosso, April 14, 2014
- Barry Peterson, April 23, 2014

- Milton Adam, May 6, 2014

Current Report

1. Mountain Rides has proposed a bus transportation hub with multi-modal elements to support greater bus ridership, increase ease of use, enhance greater understanding of routes, and to focus multi-modal transportation in the downtown core and Ketchum overall. The proposed improvements include the following amenities:
 - Small bus shelters on private property in front of the Visitor's Center and the Elephant's Perch on Sun Valley Road;
 - Stamped and colored concrete pedestrian bulb-outs at each corner of the intersection;
 - Colored concrete pedestrian crosswalks across Sun Valley Road and East Avenue;
 - Six (6) new and six (6) relocated street trees;
 - Thirty (30) additional bicycle parking spaces and racks;
 - New benches;
 - Decorative bollards for pedestrian safety at the bulb-outs;
 - Additional way finding signage; and
 - New and relocated street lights.

See **Attachment A**, Memorandum from Hales Engineering, dated March 6, 2014 for Ryan Hales' professional description of the proposed project.

2. The Hub expands the number of bus stopping spaces for Mountain Rides and creates a central location where all bus routes can be accessed. Mountain Rides maintains that expansion of the number of bus stopping spaces will improve efficiency for their operations. The expanded bus stops will result in the loss of a total of four (4) parking spaces on Sun Valley Road. There is no loss of parking due to the pedestrian bulb-outs and no loss of parking on East Ave.
3. The pedestrian bulb-outs have been designed to accommodate the turning radius of the Fire Department's largest fire truck, the forty (40) foot ladder truck. Fire Chief Mike Elle has reviewed the design of the bulb-outs and finds them acceptable. During the time this project was being reviewed by the Commission (two meetings), a special focus was placed on the safety and functionality of the design. About nine (9) feet was been removed from each bulb-out radius to improve the turning radii at each corner.
4. An engineering plan from Galena Engineers, Inc., has been provided in the plan set. The plan shows the extent of the public improvements including drainage improvements, catch basin and drywell details and locations, curb and gutter details and proposed grading at the intersection. This design has been found acceptable to the Public Works Director/City Engineer, Robyn Mattison. These proposed improvements are upgrades to the public infrastructure now in place.

Further staff discussion about the project:

- Mountain Rides is proposing that the construction project commence in early September and continue into late October. Mountain Rides would be responsible for the construction

project, including preparation of bid documents, bid procedures, contract handling, inspection reports and overall project management and oversight. Robyn Mattison will be the City's representative in all construction aspects including involvement in pre-construction and construction meetings, review of final construction drawings and sign-off by the city, review of inspection reports and acceptance of improvements. All of the improvements in the city right of way would become the property and responsibility of the City.

- The City of Ketchum will need to enter into a maintenance and operational agreement with Mountain Rides. See **Attachment B** for an outline of the provisions to be included in the agreement. It is suggested that the city attorney review and approve of the agreement language before signature by the mayor.
- Mountain Rides will secure use easements from the owners of the Elephant Perch property (Siegel) and with KURA in order to use portions of their private property for Hub components and amenities. Again, the city attorney should review these easements. Staff suggests that the easements be signed and recorded prior to the maintenance and operational agreement being signed.
- The Planning and Zoning Commission granted design review approval to the project with conditions. At a pre-application review of the project, the commission requested certain changes for a reduction in the bulb out dimensions and improved radii and those changes were made by the applicant for final review. One design element that continues to concern staff is that of bicycle safety at the intersection. We feel there still may be some ways of using current strategies to improve the proposal with paint and bike boxes.
- Public Works Director/City Engineer, Robyn Mattison, reports that the Hub project actually upgrades the infrastructure that the city has at the East/Sun Valley intersection. These are capital upgrades that will extend the life of the curb, gutter and sidewalk without a capital layout of funds directly from the general fund. Additionally, it is noted that the project represents improvements that bring us into greater compliance with current street standards, including ADA requirements. Based on staff research, it is felt that the bulb outs will provide a higher level of pedestrian safety for crossings at the intersection. It is also noted that funds from the Community Choices for Idaho Grant Program will assist in future sidewalk improvements adjacent to the Hub project. The Hub project served as a catalyst to attain these funds. (Formal confirmation is still forthcoming for this grant money.)
- Parks and Recreation Director, Jen Smith, recommends and will seek to handle all new maintenance through a single contractor that the department uses for Town Square (and possibly KURA property) snow removal/maintenance. This will provide for a more unified, consistent and efficient work program. Mountain Rides has been working with the Ketchum Arts Commission in order to integrate art into this public improvement.

Financial Requirement/Impact

The City has financially supported the community outreach efforts and design of the Hub project over the course of the last 2-plus years through \$19,620 and a great deal of staff resources. At this point, no funds are requested for capital improvements to construct the Hub.

City departments have analyzed the long-term operational costs that the Hub infrastructure will represent over time in terms of annual maintenance, repair, replacement, servicing, and snow/ice management. Pursuant to **Attachment B**, and the responsibilities to be taken on by

the Parks and Recreation Department, the Department expects that the Hub will require the expenditure of approximately \$12,000 in labor and materials each year. The Public Works/Streets Department expects an additional \$1,000 per year expenditure for additional operations. (The actual area of new and additional maintenance by the Streets Department is not very large because the curb, gutter and sidewalk already exist. Maintenance, repair and replacement of bollards, signs, bulb-out areas, etc. are added areas of demand.)

It should be noted that Mountain Rides is proposing to only take care of the Hub improvements that are located on the private property and not offering to fund ongoing maintenance of improvements in the city right of way.

The majority of the funds for this project come from federal sources and KURA. The following chart, provided by Mountain Rides, shows the expected revenues and expenses for the project.

Revenue	\$
Federal Transit Administration	\$312,000.00
KURA	\$100,000.00
Mountain Rides	\$25,000.00
City of Ketchum	\$19,620.00
TOTAL	\$456,620.00
Expense	\$
Design and Engineering	\$90,975.00
Construction - street improvements	\$265,645.00
Construction - shelters	\$100,000.00
TOTAL	\$456,620.00

Recommendation

The public improvements being made are primarily sidewalk, curb and gutter and related streetscape amenities of shelters, benches, trees, artistic bollard and tree grates, colored and stamped concrete pedestrian areas. These items are enhancements that can add to both the safety and aesthetics of this prominent downtown location and are in keeping with many goals of the community – sense of character, highly ped and bike friendly, support for multi-modal transportation options, and greater connectivity. While safe and efficient vehicular movement is also a goal, it is not felt that the Hub will impact the functioning of the intersection for vehicles. One key matter beyond the design is that of increased operational costs to the City. Each time improvements are made, especially with special streetscape amenities such as this, there is a cost that must be supported by budgets and that can likely take personnel away from other existing capital investments of the City.

Staff recommends approval of the Mountain Rides Transportation Hub Project based upon the proposed plans and the stated provisions of ownership, maintenance and operations. Conditions are contained within the motion.

Recommended Motion

"I move to approve the Mountain Rides Transportation Hub Master Plan dated April 15, 2014, and authorize the Mayor (after review and approval by the city attorney) to sign a Maintenance, Operations, and Ownership Responsibility Agreement that represents the proposed provisions and responsibilities as represented tonight. Furthermore, I move to authorize the City of Ketchum Public Works Director/City Engineer to approve and sign permits for Use of City Right of Way Permit, Permit to Dig In, Excavate or Trench Streets, and Right of Way Encroachment Permit in order to allow the project to be constructed. Such permits shall not be signed until private easements between Mountain Rides and KURA and Siegel are executed and provided to the City of Ketchum."

Sincerely,


Joyce A. Allgaier

ATTACHMENT B TO STAFF REPORT 6-16-14

OUTLINE of MAINTENANCE, OPERATIONS and OWNERSHIP RESPONSIBILITY PROVISIONS for

KETCHUM TRANSPORTATION HUB IMPROVEMENTS at

SUN VALLEY RD. and EAST AVE.

Maintenance and Operations

The following defines the maintenance and operations responsibilities for the City of Ketchum and Mountain Rides:

1. **Services to be provided by MOUNTAIN RIDES.** MOUNTAIN RIDES hereby agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, and all necessary equipment required to provide:
 - a. Maintenance and upkeep for the bus shelter in front of the Elephant's Perch including power washing the shelter 2x per year, removing any graffiti, replacing and repairing any part of the structure (bus shelter structure, benches, heater) that falls into disrepair and periodic cleaning as needed (shown as the red box on Exhibit A5 attached).
 - b. Maintenance and upkeep for the bus shelter amenities (covered waiting area and benches) including power washing the passenger waiting area 2x per year, removing any graffiti, replacing and repairing any part of the additional structures added as part of this project (benches, trellis coverings, heater) that fall into disrepair and periodic cleaning as needed (shown as the two red boxes on Exhibit A6 attached).
 - c. Electric utility cost for the bus shelter heaters and the digital information sign.
 - d. Maintenance, updating and upkeep of all of the bus information signage (digital and static) and posts and/or mounts that hold the bus information signage.
 - e. Snow removal and de-icing for the bus shelter in front of the Elephant's Perch and for the two passenger waiting areas incorporated into the visitor center building (the area for the snow removal is shown as the three red boxes on Exhibits A5 and A6 attached).
2. **Services to be provided by KETCHUM.** KETCHUM hereby agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, and all necessary equipment required to provide:
 - a. On-going litter pick-up for the sidewalk areas and bulb-outs. (Parks)
 - b. Maintenance and upkeep for all of the trees and landscaping associated with this facility. (Parks)
 - c. Maintenance and upkeep for the trash cans and recycling bins associated with this facility, as well as emptying the trash cans and recycling bins as needed (new trash cans and recycling bins will be purchased as part of this project). (Parks)
 - d. Electric utility cost for the street lighting associated with this facility. (Streets – no change expected)

Attachment B

- e. Snow removal and de-icing for the bulb-outs and sidewalk areas not already the responsibility of the property owner. (Parks)
- f. Maintenance, updating and upkeep of all sign posts that hold regulatory signage, street lights and city related information signage (maps, city information kiosks). (Streets and Parks)
- g. Maintenance and upkeep of all the sidewalks, bollards, curbs and gutters. (Streets – no change expected)
- h. Maintenance and upkeep of the tree grates, catch basins and dry wells. (Streets and Parks)
- i. Maintenance and upkeep of the street within the interior of the intersection. This includes the concrete crosswalks and pavement within the intersection. ITD will continue to maintain Sun Valley Road to the east and west of the project; however the city will need to take over maintenance of the intersection because of the project improvements. (Streets)

Ownership and Controlling Interest

For ownership of the improvements, Ketchum and Mountain Rides will split the ownership of the improvements as follows:

- For the bus shelter in front of the Elephant's Perch on private property easement: Mountain Rides will own the improvements.
- For all of the improvements made in the public right of way: Ketchum will own the improvements.
- For the passenger waiting area improvements made on the Ketchum URA property (Visitor Center/Starbucks): Mountain Rides will own the improvements.

As the Federal Transit Administration is paying for the bulk of the improvements, there must be controlling interest in the improvements for useful life of the improvement. Galena Engineering has estimated the useful life of the improvements to be:

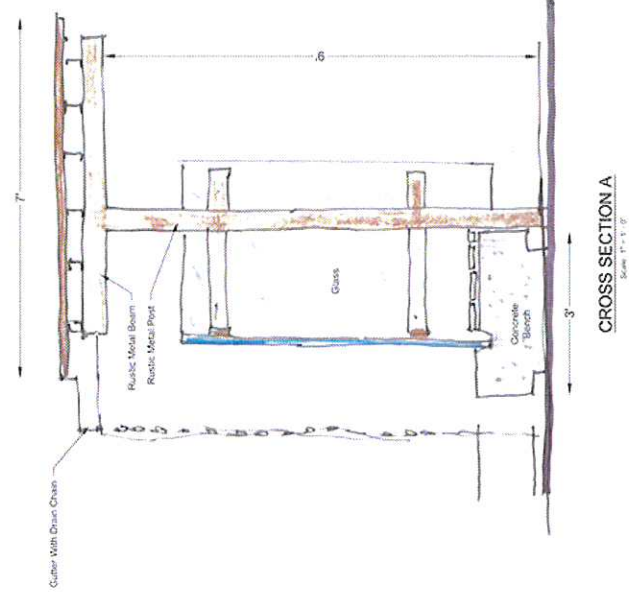
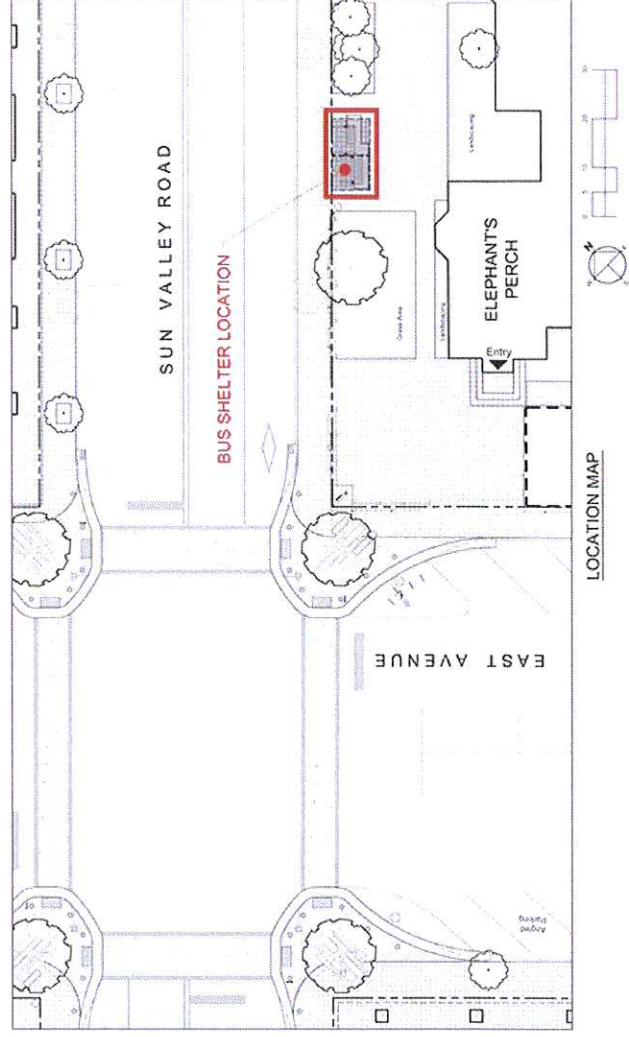
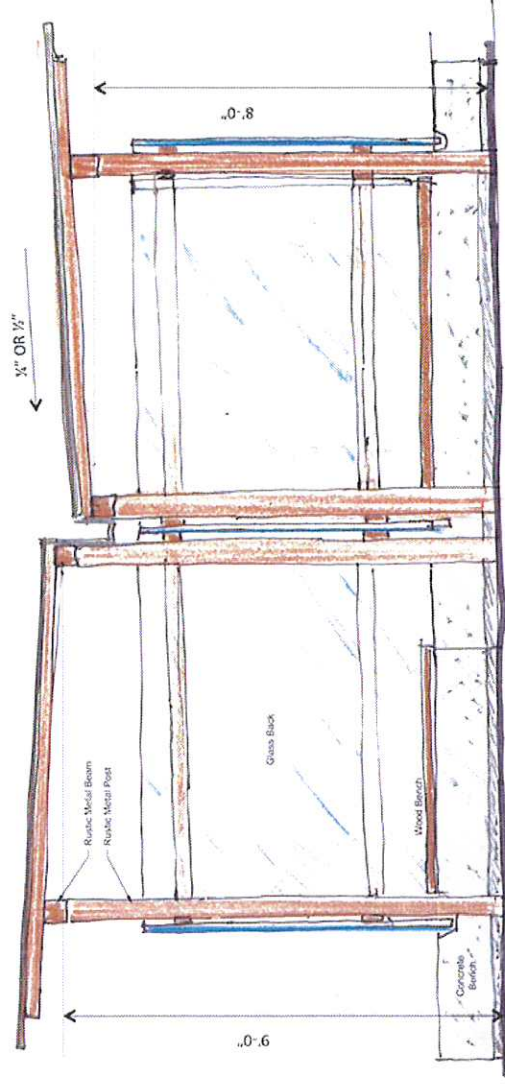
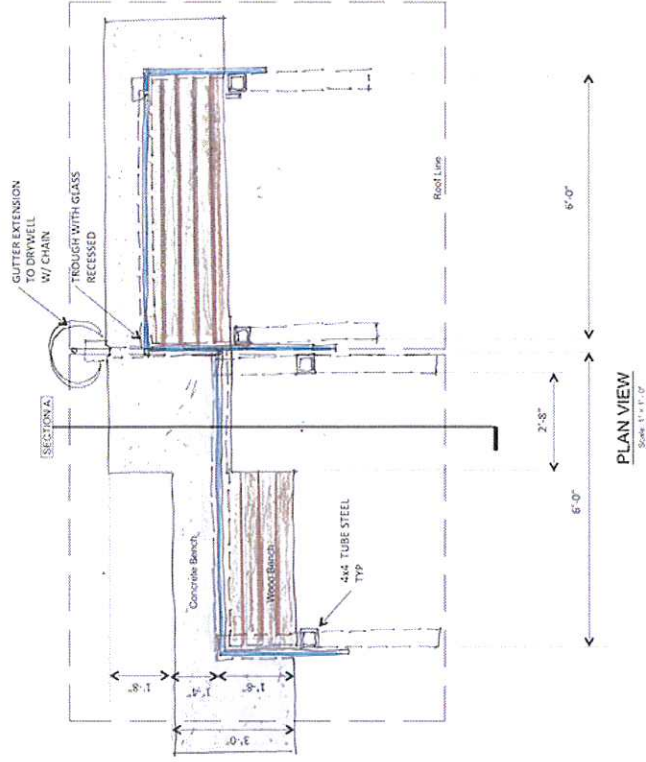
- Hard surfacing: 30 years
- Signage: 10-15 years
- Lighting: 10-15 years
- Passenger seating: 20 years
- Bike racks: 20 years
- Passenger shelters: 20 years

Easements, Use and Construction Agreements

For the easements and usage agreements, the following will exist:

- Easement Agreement for use of private property in front of the Elephant's Perch for the bus shelter
 - Executed between the City of Ketchum, Mountain Rides and the property owner
 - Status: Agreement reached on easement details; currently being finalized
- Easement Agreement for use of KURA property at the Visitor's Center
 - Executed between KURA and Mountain Rides

- Status: To be complete by June 15th
- Public right of way use, dig and encroachment agreements
 - Executed between the City of Ketchum and Mountain Rides (Public Works Director to be authorized to approve and sign, following council approval of project.)
 - Status: To be signed by Public Works Director following council action and other submittals being completed





**CITY COUNCIL
MOUNTAIN RIDES KETCHUM TRANSPORTATION HUB
June 10, 2014**

Background:

Last year, Mountain Rides and the City of Ketchum conducted a lengthy process to determine a good location for a transportation Hub, a central location for bus operations in the north valley. Through that process the current bus stops located in front of The Visitors Center and The Elephants Perch were chosen as the preferred location.

With the selection of this location it was determined that some infrastructure and amenity improvements were appropriate in an effort to make this more user friendly environment. Towards that effort, Eggers Associates was chosen to be the lead designer of a multi-disciplined team to develop a plan for these improvements.

Design Process:

Since our last presentation to the city council we have made major changes to the plan. Based on the feedback from the council, planning and zoning, city departments, and the public, the size of the bulb outs was significantly reduced. We have reduced their size as much as possible while still providing a safe pedestrian environment and creating a more pleasant space for the entire community.

Since that time we have presented to the Planning and Zoning and received their approval.

Moving Forward:

We are very excited about the plans. With the council's approval it is our goal to put this out to bid soon so that construction can begin after Labor Day and be finished by October 31.

MEMORANDUM

Date: March 6, 2014
To: Kurt Eggers
From: Ryan Hales, PE, PTOE, AICP
Subject: **Ketchum Transportation Hub**

This memorandum addresses several key questions that were raised at a combined meeting with the Ketchum City Council and the Ketchum Urban Renewal Agency on February 18, 2014. The following topics were identified through the group discussion:

Complete Streets

The intersection has been designed with Complete Streets in mind, to service pedestrians, bicyclists, transit and automobiles within their designated spaces by separating the conflict points as much as possible to provide safe travel for all users. Benefits of complete streets generally include improved safety, health, economic and environmental outcomes. Pedestrian activity is enhanced with the bulb-outs, shortened crossing distance / time, refuge areas where they can approach the crosswalks and have a clear view of the traffic conditions before crossing, and additional walking / gathering space.

Bicyclists will have additional parking on East Avenue both north and south of the intersection in a refuge area. Commuting bicyclists traveling east and west on Sun Valley Road in a signed shared roadway will be able to pull up to the intersection, stop next to a through vehicle and both feel comfortable within the designated space as both through movements can be made simultaneously.

Buses will have a designated space out of the travel lane where they can stop to load and unload passengers and not impede traffic flow. Bus waiting areas with and without shelters will be provided to keep patrons semi protected from the elements. The location of the bus stops has been engineered to minimize disruption to the traffic flows on Sun Valley Road by placing the stops on the far side of the all-way stop intersection. This allows buses to find gaps in the traffic stream for both entering and exiting the pull-out areas. Having stops on both sides of the intersection will also allow riders to transfer between east- and westbound buses. For example, if a down valley bus has arrived at the east station a rider can alight from the bus, cross both East Avenue and Sun Valley

Road and board a westbound bus headed for the Warm Springs area within about 33 to 57 seconds depending on walking speed (fast to slow).

Level of Service

Passenger vehicles will share the travel lanes with buses, but will be able to get around them at the designated transit stop locations. The all-way stop at the East Avenue and Sun Valley Road intersection will remain following completion of the design improvements. Overall, the intersection operations will remain the same during the morning commute times of the day. The intersection currently operates at a very high functioning level of service (LOS) A (9.9 seconds of delay per vehicle), and is projected to operate at LOS A (10.0 seconds of delay per vehicle) after the improvements. Drivers will be able to see pedestrians better in the bulb-out areas as they approach the crosswalks. Bicycles will be able to share the space at the stop bars. Previously, it was possible for vehicles on Sun Valley Road to make a right turn to East Avenue at the same time that a through movement was occurring. The proposed project introduces bulb-outs, which will reduce the width at the intersection and not allow for right-turning vehicles to turn at the same time as a through movement. However, the added delay is minimal enough that the level of service does not change.

Sight Distance

Concern was raised over the landscaping at the intersection and the potential effect of restricted sight distance available to drivers due to tree canopy, caliper of tree, or low growing vegetation (shrubs, etc.).

According to the American Association of State Highway and Transportation Officials (AASHTO), *Roadside Design Guide*, a clear vision space from 3 to 10 feet above grade is desirable along all streets and at all intersections. If tree canopy's can be raised to 10 feet, automobiles, trucks and buses should not have a visual sight obstruction. If shrubs or other low lying vegetation is below 3 feet, then the sight distance window will be acceptable.

Pedestrians

The intersection has been designed with bulb-outs on each corner to help minimize the pedestrian's exposure to vehicular traffic. The current crossing distance is approximately 88 feet from curb to curb at East Avenue. With the bulb-outs, the crossing distance is reduced to 40 feet and their exposure time cut in half. Using a walking speed of 4 feet per second for an elderly pedestrian, crossing time would be reduced from 22 seconds to 10 seconds to cross East Avenue. The Sun Valley Road crossing would be reduced from 10 seconds to 7 seconds.

In addition, it is likely that crosswalks will be constructed with contrasting materials to draw attention to the walking area. When the contrasting crosswalks are combined with the bulb-outs, motorists will naturally tend to slow down and look for pedestrians.

Parking

The proposed project will remove a few existing parking stalls in the downtown area. However, the expanded bus facility, along with an increase in buses and routes will allow more people to use transit, effectively reducing the demand for parking in the area. Employees in the downtown area should especially benefit from the increase in service, which would open up more parking stalls for customers.

There is additional on-street parking available to the south and east of the project. If parking does become an issue, these areas could be designated as 2-hour parking, which would increase the turn over and create additional parking supply.

Bus Operations

With the current bus operation schedule there are four routes in the winter and three in the summer that serve this area of Ketchum with stops on Sun Valley Road. It is anticipated that an additional route will use the hub for arrivals and departures in the near future, necessitating the stop areas as identified on the attached site plan (Appendix A). The bus pull-out area as identified in the plan can accommodate three buses in the westbound direction, and two in the eastbound direction. If the space for the bus stops is provided now, bus service can be expanded and better service provided by increasing bus frequency as the system demands grow.

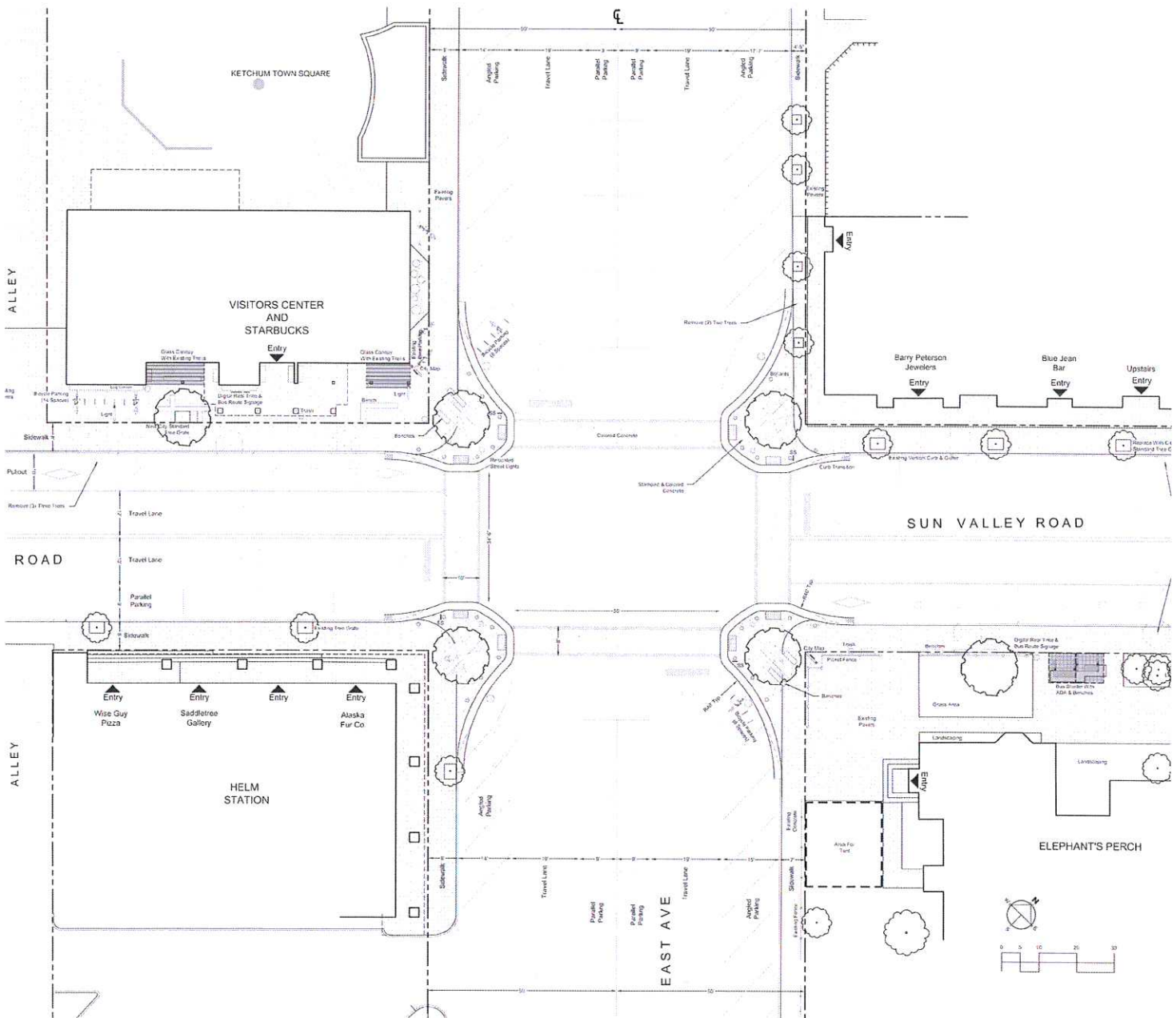
Idaho Transportation Department

We were able to meet with Bruce Christensen at ITD to show him the concept plans on February 19, 2014. He was pleased with the concept plans and liked many of the ideas being discussed for implementation. He did not have any immediate concerns with the plans and was glad to see and understand the thought process that has gone into this project.

While this is only a quick response to the questions being asked, it is our professional opinion that the improvements being discussed will enhance the experience for all users, while making the intersection safer, especially for pedestrians. The concepts presented in this plan adhere the best industry practices.

Please call us if you have any questions or if you need additional information.

Appendix A



Rachel Martin

From: libonpv@aol.com
Sent: Monday, February 03, 2014 1:17 PM
To: PZ Comments
Subject: Mountain Rides bus hub

To Ketchum P&Z Commissioners,

I unfortunately missed the last open house last week showing the potential plan for a new bus hub. But it shocks me that such a small town would NEED a bus hub. I looked over the preliminary survey, and it's only based on 72 people. I certainly hope this survey with such a small sample size is NOT being used as the basis for NEED for a bus hub. As a reminder, 51% of those people almost never ride the bus. So are there any statistics that justify the need for a bus stop based on ridership?

I also think that Sun Valley Road is a major thoroughfare so that would be the last place I would put bus hub that would disturb flow on that busy road. Also, please do not mess with making sidewalks bigger on corners, or have silly art/bike racks on island. Don't add junk to this town.

I could perhaps justify a bus stop by the library, more on the outskirts of town, north of town, as most of the traffic seems to be sun valley road and south of there. Or perhaps west of town, on the wide 2nd avenue.

Please use common sense.

I will attend next open house Feb 13th.

Thank you.

Libby Huyck
6 Dogwood Lane
Sun Valley

Received
2-3-14

Attach C

When they widened the streets
in Early - changed to parking
parking - I went from at the
\$100. - to 25⁰⁰ an hour -
Early Hotel Bar -

Take a vote - door to door
signatures
Give what the people want
You know
the taxpayers!!
You in office!!
your spending
the ones - your money!
our

Helena Graf became
family head 1800's -
in town since 1800's -

note: most towns - Don't ride buses to towns!

726-5727

The notes put you
in charge. (know ")
the "Property" Box Payers
the Property Box Payers — — — — —

the ~~the~~ ~~the~~ all out —
We noted. All out ~~listing~~
because he was not listing
but doing it - your way.
Please, don't make this
Disneyland

1. Winter Way

1. "Moores" - "Gutter"
2. "Blue Gutter" - photo
round corner over - 4 parking
we ask driver parking
wanted. "I have parking"

we are 't have for
spots.
If you don't be any
there will not be
there weaned - just be
don't weaned - those By B

small ones.
Must the town those By Bush
are empty — ε take parking spaces

Ketchum Planning and Zoning

Mountain Rides Transportation Hub Master Plan

Joyce Allgaier & Rebecca Bundy

I would like to submit some comments and input on the proposed Transportation Hub Design that has been going on now for quite some time.

Initially when first proposed there was a building to appear in the middle of East Avenue, essentially a full tilt Bus Depot Location.

Along with other concerned merchants throughout this downtown location I was quite concerned with the idea of a Bus Building Depot in one of the busiest locations in all of Ketchum.

So I volunteered to spend time working with Jason Miller and other representatives on the design and planning for the current Hub Design.

The Elephant's Perch location here at the corner of East Avenue and Sun Valley Road is clearly the center of Ketchum, and therefore a very reasonable location for the central hub of the bus routes throughout the Ketchum and Sun Valley Area.

I personally attended many of the meetings, and also had Jason and other members of his planning team come here to the store to go over the details.

This property belongs to Don Siegel, I have been the tenant here since the spring of 1976. I have corresponded with Don Siegel on the proposed plans for the Hub and Bus Stop design, and I have indicated to Don my support for this project.

The overall design is not a giant building lurking in the middle of Ketchum, but rather a practical approach to a Hub that connects the various bus routes as a hub to the wheel reaching throughout our town.

Keeping the valuable parking spots on East Avenue, and enhancing the four corners of East Avenue and Sun Valley Road I believe will give us a safer intersection, and a valuable hub connector for the bus riders moving about our town.

I strongly feel that cleaning up the parking along Sun Valley Road will provide a logical route for the main buses moving about the community, and also this location will provide visitors to the area a logical drop off in the center of the town.

I will forward this message on to Don Siegel my landlord, clearly the ultimate decision is his to make as the owner of this property.

4/14/14
Received

I have always treated this property as if it were my own, and I will continue to be a strong advocate for Mr. Siegel's property, as I know that he cares a great deal for this community also.

Should you have any additional questions for me, I am always willing to discuss the issues.

I have been waiting to hear from Mr. Siegel on his opinion for this project, when I do I will forward that on to you.

We realize there is a need for an easement signed by Mr. Siegel the landlord, so once you have a timeline on construction, and the details on the easement description, I would be happy to forward that on to my landlord.

Respectfully,

Bob Rosso. Proprietor of The Elephant's Perch

280 East Avenue, Ketchum , Idaho 83340

726-3497

Rebecca Bundy

From: Barry <barryhamster@gmail.com>
Sent: Wednesday, April 23, 2014 8:05 AM
To: Rebecca Bundy
Subject: Mt. Rides review

To the planning & zoning board. Mt. Ride's have kept me in the loop on the there proposed Hub. I would like to see a differant type of tree on the four corners. it would be nice to get the sidewalk updated in front of our building and add tree grates we have been requesting for years as well. Thanks, Barry Peterson, Barry Peterson Jewelers

Sent from my iPhone

May 6, 2014

Mayor Nina Jonas

City Council

Michael David

Anne Corrock

Baird Gourlay

Jim Slanetz

Ketchum has been silent about why a new reconstructed intersection at East Avenue and Sun Valley Road is needed and why \$440,000 is being spent for the replacement intersection. No problems of the existing intersection have been publicly identified as needing to be remediated. The present intersection has been effectively and safely accommodating cars, trucks, buses, pedestrians, and cyclists for 50 years. That intersection of two heavy-traffic main streets is unique in being a 4-way-stop for all movement through it which makes it extra safe for all pedestrians and cyclists and also for all kinds of motor vehicles.

So, what are all the wrong features of this intersection?

But if the existing intersection is really OK for another 50 years, why is it being fixed if its not broken? And the fix itself reduces the effectiveness and safety of the intersection. So why the fix? Why this project?

Is it is because Mountain Rides needs to spend \$312,000 of Federal grants it received for the ill-conceived and ill-fated "Downtown Ketchum Intermodal Center" which filled all of East Avenue between Sun Valley Road and 2nd Street? The proposals for that showed it filled with 6 buses at a time. Preposterous! Nevertheless, the US Department of Transportation and the Federal Transportation Administration granted Mountain Rides \$312,000 toward developing and building that proposal.

Ketchum has a problem. The Federal money was granted for the East Avenue Sun Valley Road-to-Second Street Downtown Ketchum Intermodal Center, but the money is now being used for a mundane traffic intersection with bulb-outs.

Cleverly, Mountain Rides calls that bulbed-out street intersection the Ketchum Transportation Center or Ketchum Transit Center, justifying the euphemisms because it happens to have ordinary long-time-existing bus stops cross-corners of that intersection (with only one bus at a time at the stops). But it may be defrauding the Feds. That is not what they paid for. Or have the Feds already given Ketchum a pass for redirected use of their money?



Milton Adam
P.O.Box 2820
Sun Valley, Idaho

Letter to the Editor, Mountain Express:

If it ain't broke, don't fix it — and don't make it worse! But Mountain Rides is doing that at the East Avenue and Sun Valley Road 4-way-stop intersection. The present intersection has been efficiently and safely accommodating cars, trucks, buses, pedestrians, and cyclists for 50 years. But no more.

Ill-conceived, the streets at the intersection will neck down from curb extensions and bulb-outs at all four corners. Eliminating right-turn lanes will greatly hinder and make unsafe turns by long wheelbase vehicles and semi tractor-trailers. Semis serving Atkinson's and other businesses go down East Avenue and make safe right turns onto Sun Valley Road heading west to Main Street. With bulb-outs, long trucks will have to make big sweeping turns crossing into facing lanes and traffic and hitting center-parked cars.

For safety, the 3-ft. and 14-ft. traffic-impinging bulb-outs will have 7 steel bollards curbside to keep passing vehicles from hitting pedestrians. New bicycle racks will be out in the streets. Pedestrians crossing Sun Valley Road will save 6 feet walking and two seconds.

Mountain Rides variously and grandiosely calls necking down the intersection: Downtown Ketchum Intermodal Center, Ketchum Transportation Hub, and Passenger Waiting Area Structure (glass placed on the overhead trellis at Starbucks). This all really is just the existing opposite bus stops, same as Main Street and 4th Street and elsewhere. Plans show future curbside parking on Sun Valley Road for simultaneous two buses at Elephant's Perch and three buses at Starbucks. Present and future bus use is only one bus and 3 to 9 stops and transfers spaced over an hour.

Does bulb-outs at intersections have anything at all to do with Mountain Rides' generic bus transportation?

Reconstructing a perfectly good intersection, two simple bus stops on opposite sides of the street have been grotesquely converted into a \$440,000 boondoggle.

A handwritten signature in cursive script that reads "Milton Adam".

Milton Adam

Sun Valley

622-3517

miltadamsvl@cox.net

Planning for trucks in the built or unbuilt environment requires an understanding of the physical characteristics of trucks, the physical impediments in the environment, and where and when we can or cannot address all of these factors.

TYPES OF TRUCKS (DESIGN VEHICLES)

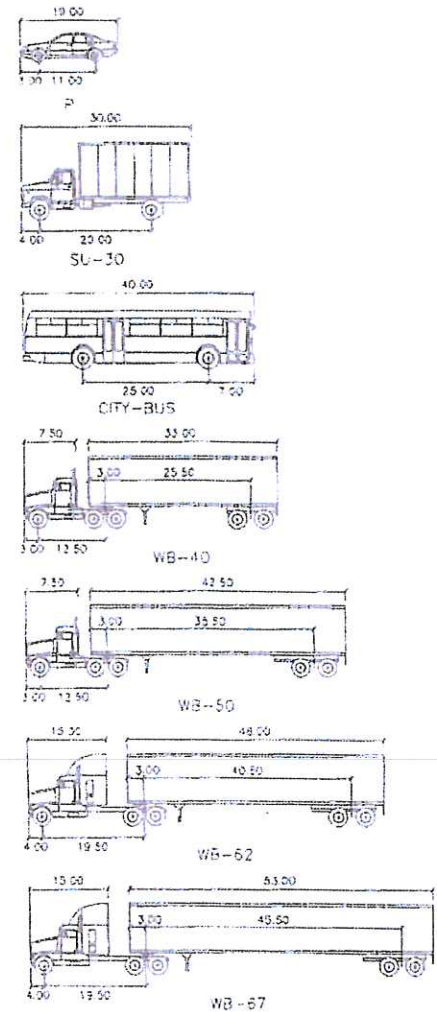
The size and shape of a truck is determined by the goods or materials being hauled and the distance that they travel. The American Association of State Highway and Transportation Officials (AASHTO) has developed a classification system that identifies trucks by their approximate height, width, and length. This classification ranges from the SU-30 Single Unit truck (e.g., cement trucks, large rental trucks, local delivery trucks) to the WB-67 Interstate truck (large semi-trailer with sleeper cab equipped tractor; this class also includes double and triple trailer combinations). Figure 2³ shows the typical dimensions of the AASHTO standard vehicles referenced in these guidelines. Additional information on these and other design vehicles can be found in the AASHTO Policy on Geometric Design of Highways and Streets. Table B-1 in Appendix B summarizes truck design characteristics from AASHTO.

"Design For" Versus "Accommodate" Approaches to Addressing Truck Access

In the design of an intersection, it is essential to identify the size and type of trucks that will be using the intersection. Current and future use of adjacent property, roadway classification, truck route designation, and the need for a truck to turn at a particular intersection versus taking another more accessible route are some of the applicable information needed to assess the level of truck activity. Guidance in selecting a "design vehicle" is provided in Section 5 and Appendix D.

With an understanding of the expected truck type, the designer evaluates the turning track maneuvers of a vehicle using AASHTO turning templates or specialized computer software such as AutoTURN⁴ (see Figure 3), including the path followed by the corners of the vehicle body or trailer, as well as the inside rear wheels. For a typical passenger vehicle, the path followed by the rear wheels is almost the same as that of the front wheels. With larger vehicles, the swept area becomes much larger as the inside rear wheels track substantially inside of the path of the front wheels. This becomes the most critical factor in sizing the intersection.

Figure 2
Truck Types/Design Vehicles



The Portland Fire Bureau reference a WB-40 as a comparable design vehicle to a city fire truck.

³ For more information on city buses, refer to Planning and Design for Transit Handbook: Guidelines for implementing transit supportive development, Tri-Met, January 1996.

⁴ AutoTURN is a registered trademark of Transoft Solutions.

Example of Center and Main Street Areas

Center Areas	Main Street Areas
Downtown Portland	SE Belmont St
Gateway	SW Capitol Hwy
St Johns Town Center	NE Broadway St
Hollywood District	SE Hawthorne Blvd
Multnomah Village	NE Sandy Blvd

In some instances, deliveries to businesses in these locations can be completed with smaller trucks. Their compact size and tight turning radius make them suitable for narrow street geometries and local deliveries. Typical trucks include the SU-30 and WB-40 truck types. However, there are times when larger trucks such as a WB-67 must circulate in Center and Main Street areas and these situations need to be accommodated during the street design process. The key design elements that need to be considered for the occasional large truck are lane widths and intersection design.

Lane Width in Centers and Main Street Areas

Lane widths on streets within Centers and along Main Streets are typically narrower and may feature pedestrian enhancements that improve safety and manage vehicle speeds. The "preferred" lane width on Major Truck Streets (such as NE Sandy Blvd) is 12 feet, with 11 feet acceptable. Truck Access Streets (such as SE Belmont Ave) may have minimum inside lane width of 11 feet, with recommended outside lane widths of 11 to 12 feet.

Intersection Design in Centers and Main Street Areas

Truck access must be provided for business deliveries and connections to the arterial street network. Intersections are the most challenging location for truck operations in these areas.

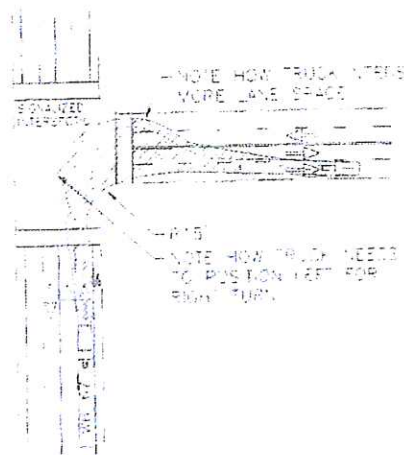
Figure 7 illustrates how a WB-67 truck negotiates a right-hand turn onto a four-lane street with a 15 foot turning radius. Note that the truck has to position to the left and use as much space as possible to turn the trailer into the desired direction.

Figure 8 illustrates how a WB-67 truck completes a right-turn into a two-lane street. This is one of the most difficult street conditions a truck driver faces. Note how much of the on-street parking space the truck requires to complete the turn.

TRUCKS IN RESIDENTIAL AREAS

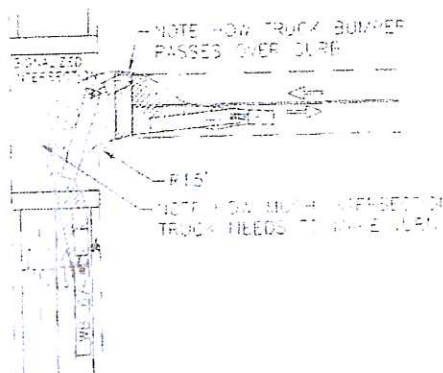
Portland's residential neighborhoods, such as Laurelhurst, Sellwood, Multnomah Village, and Kenton, are principally designed for automobile, pedestrian and bicycle movements, and low volumes of truck traffic. While occasional large delivery trucks and moving vans travel in these areas, the more common truck type is smaller-sized delivery trucks. The streets serving residential areas are classified for local truck vehicles, and they are not intended for through truck trips. Trucks in these areas travel at relatively slow speeds and conduct loading from the right-of-way or residential driveway locations.

Figure 7
Illustration of Large Truck at Four-Lane Intersection

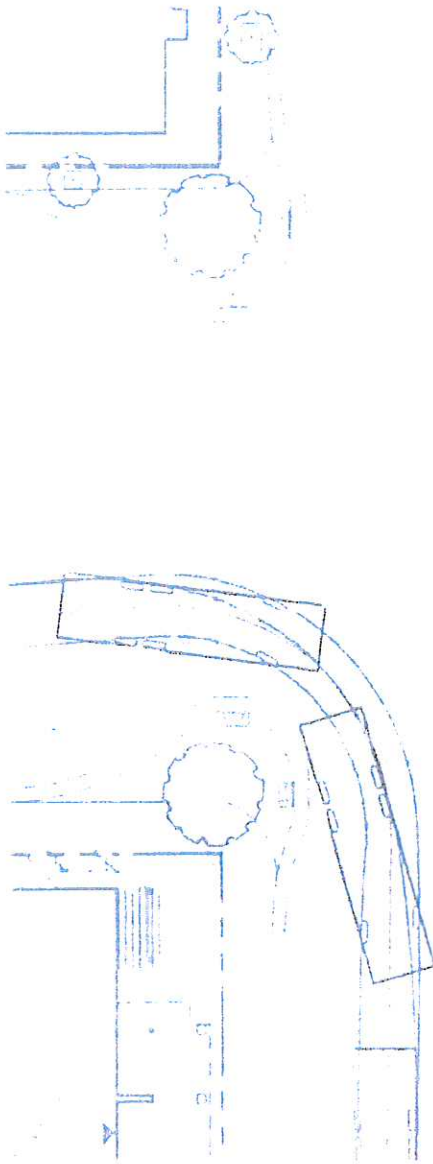


Right-hand turn by a WB-67 truck into a four-lane street with 15' curb radius.

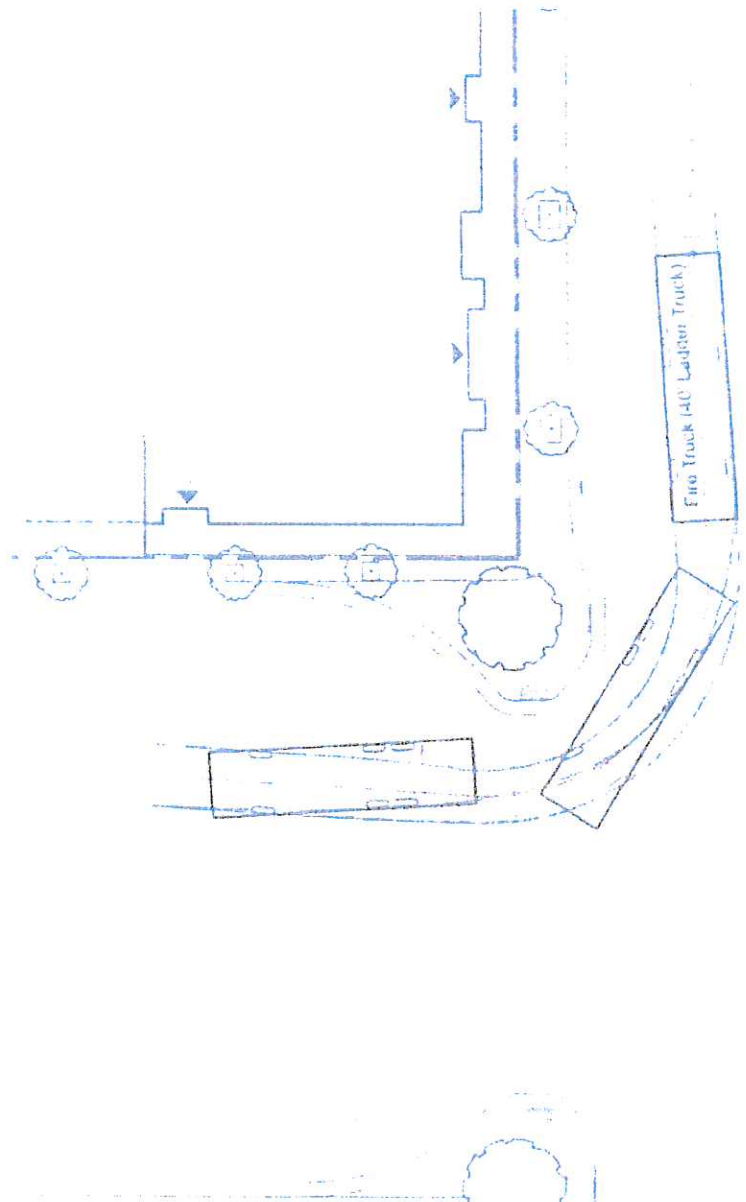
Figure 8
Illustration of Large Truck at Two-Lane Intersection



Right-hand turn by a WB-67 truck into a two-lane street with 15' curb radius.



SHT FROM EAST AVENUE TO SUN VALLEY ROAD



Pierce Arrow XT Ladder Fire Truck



Chassis Specifications

Overall Length ~~48'-0"~~ **41'**
 Overall Height 12'-0"
 Overall Width 9'-6"
 Wheel Base 49'

21' K

SV FIRE TRUCK

Simulation Legend

- Construction of House
- House (10' Front & Rear of YW)
- Other Elements (10' Front & Rear)
- Two (2) People

FED. MONEY GRANTED FOR THIS

Visitor
Center

FIGURE 2

Alternative 1: 2-Way Bus Lane

Barry
Peterson
Jewelry

SUN VALLEY ROAD

F Stop
Camera

Fisher
Appliance

TRANSIT
BUILDING

BIKE
PARKING

ART
SPACE

The
Elephants
Perch

OVERHANG
SHELTER

Century
Link

East
Avenue
Bistro

UBS
Financial
Services

GENERAL TRAFFIC

BUS ONLY

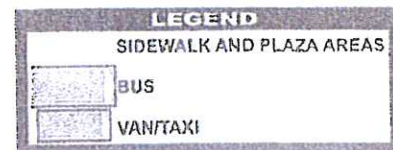
GENERAL TRAFFIC

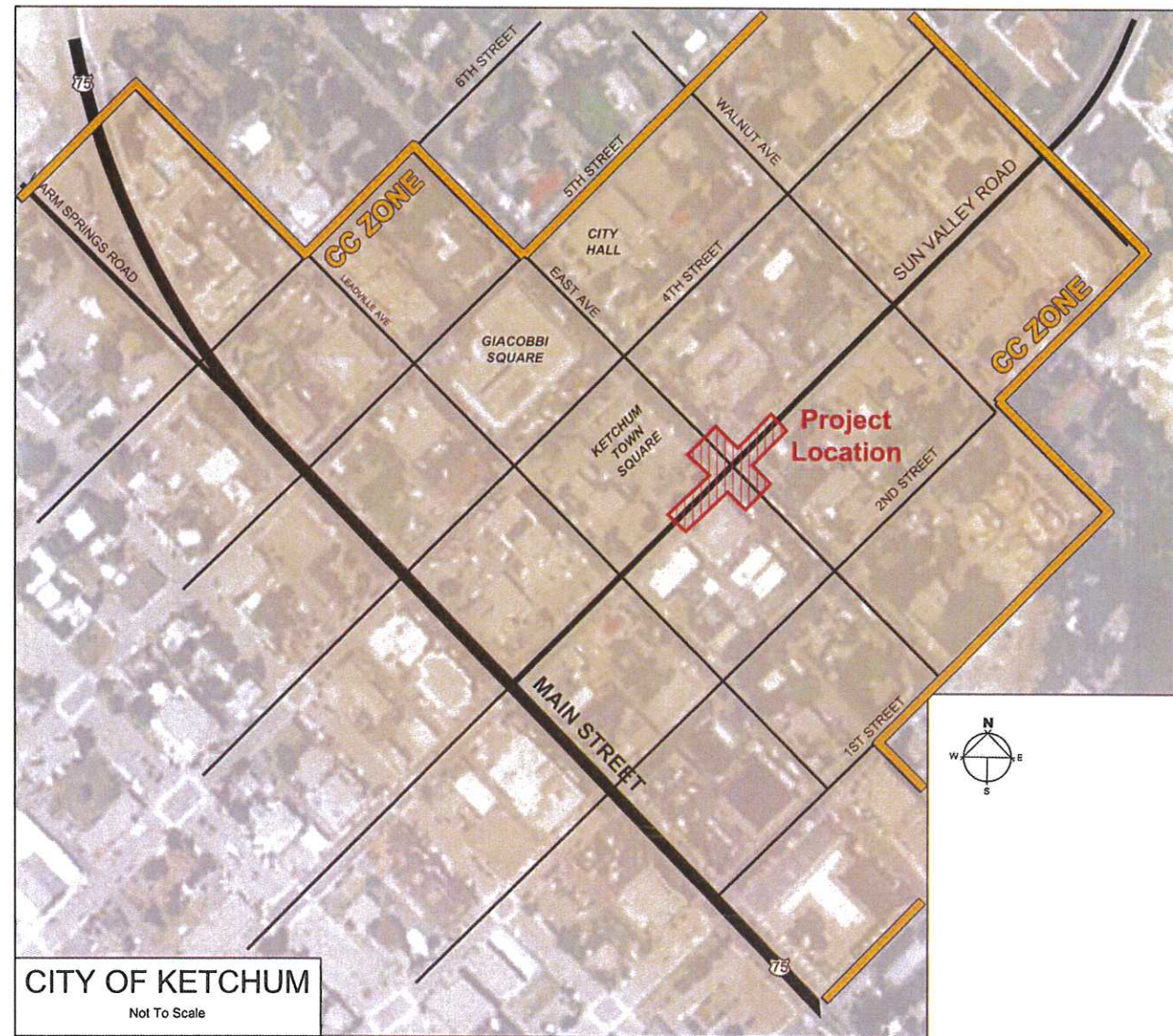
ART
SPACE

EAST 2ND STREET

N EAST STREET

480 E 2nd Street





PROJECT TEAM

LANDSCAPE ARCHITECT:
Eggers Associates, P.A.
Ketchum, Idaho
(208) 725-0988
Contact: Kurt Eggers

CIVIL ENGINEER:
Galena Engineering
Ketchum, Idaho
(208) 726-4729
Contact: Jeff Loomis

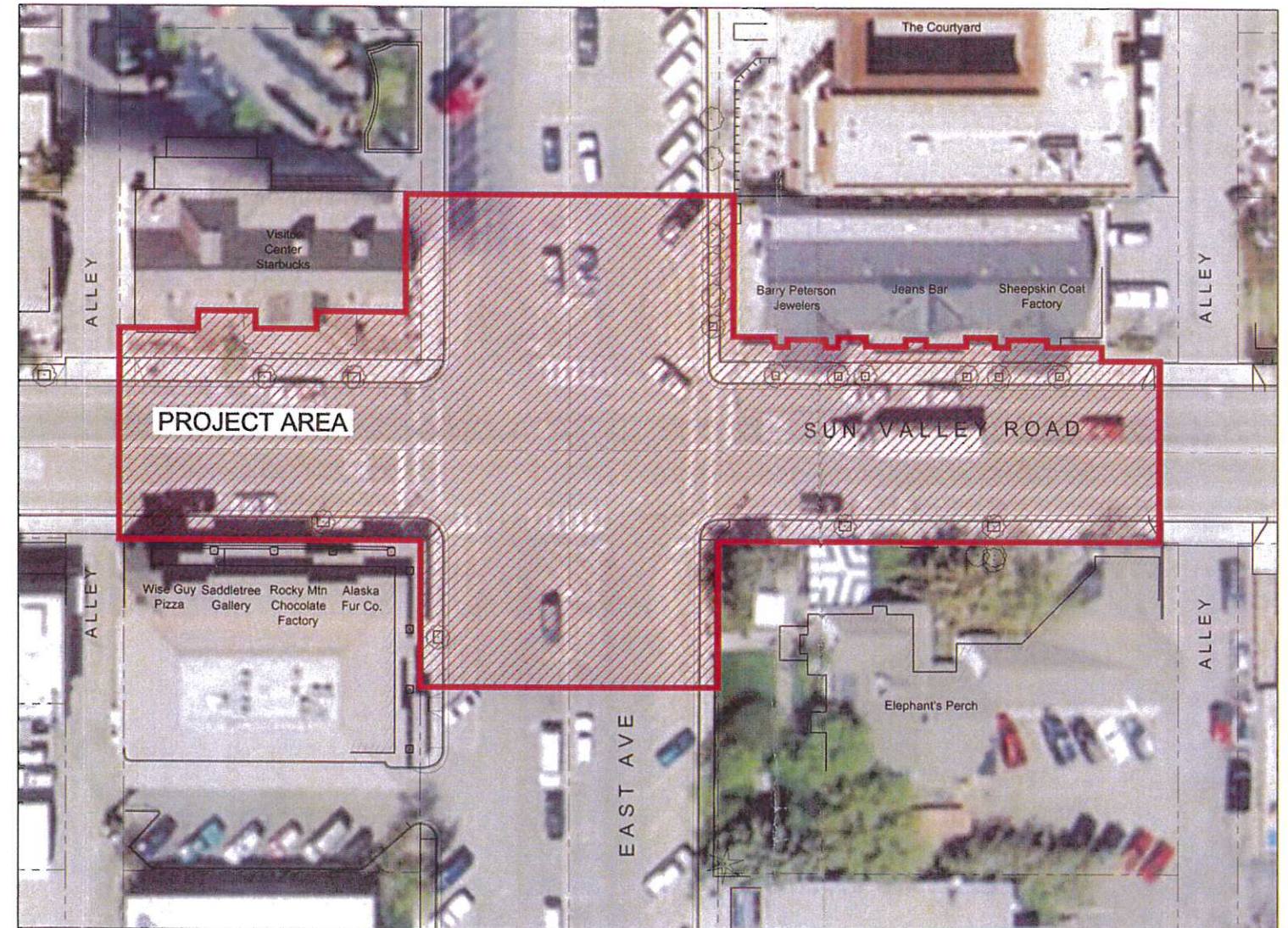
TRAFFIC ENGINEER:
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Lehi, Utah
(801) 766-4343
Contact: Ryan Hales

ARCHITECT:
Architect Susan Desko
Ketchum, Idaho
(208) 720-5827
Contact: Susan Desko

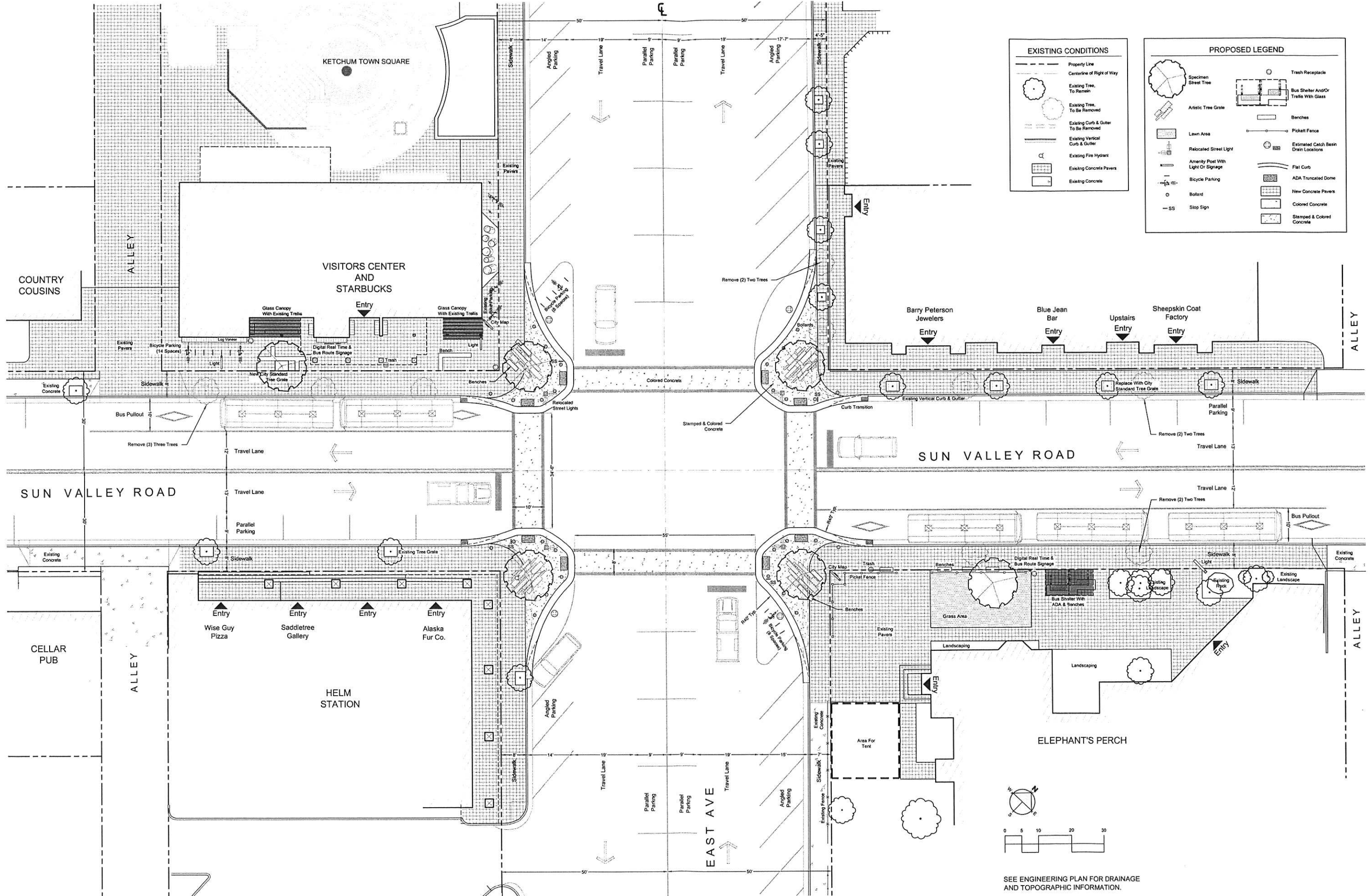
CONSULTANT:
Community Rising
Ketchum, Idaho
(208) 726-3691
Contact: Dale Bates

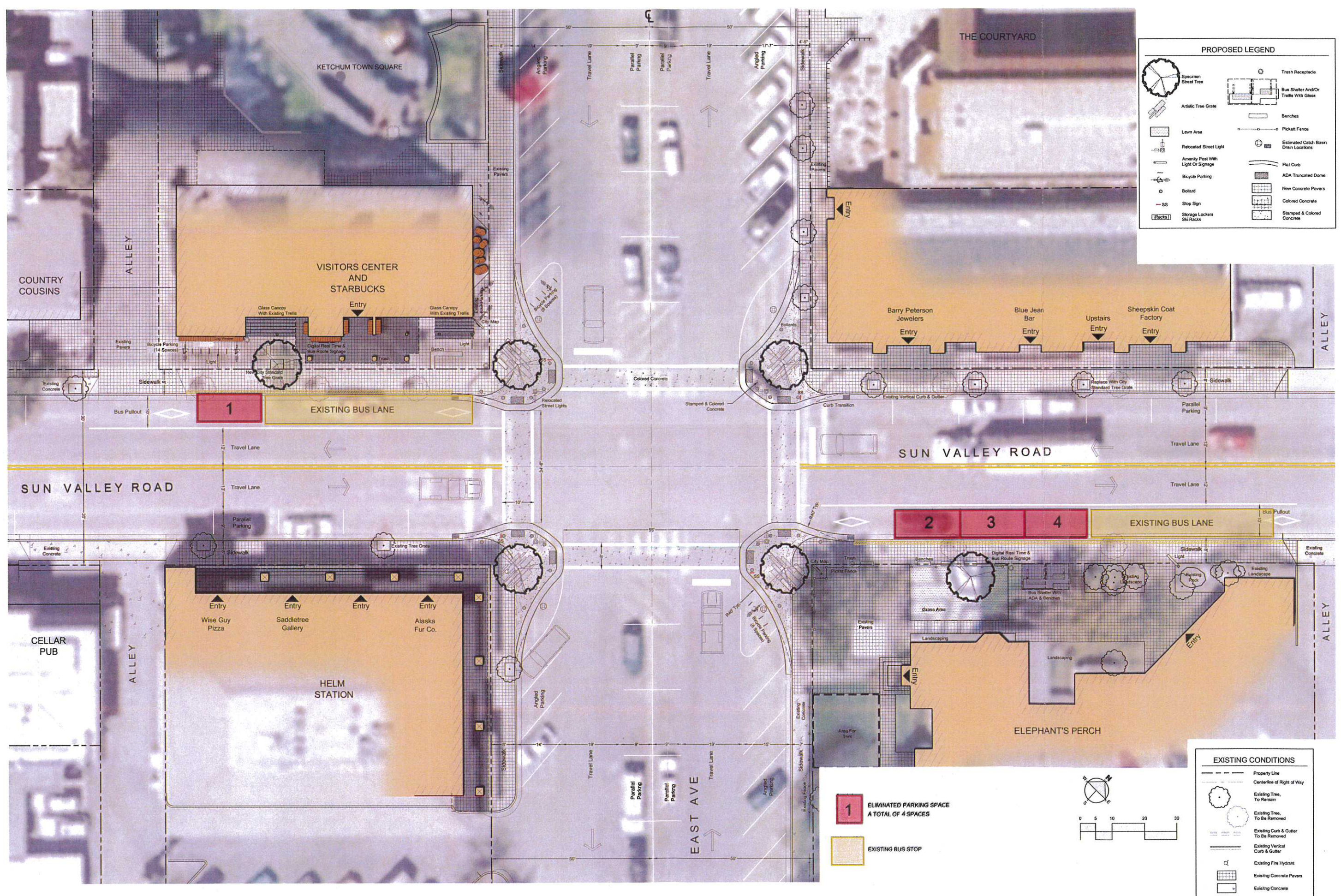
CONSULTANT:
StudioMackie LLC
Seattle, Washington
(206) 728-7950
Contact: Jack Mackie

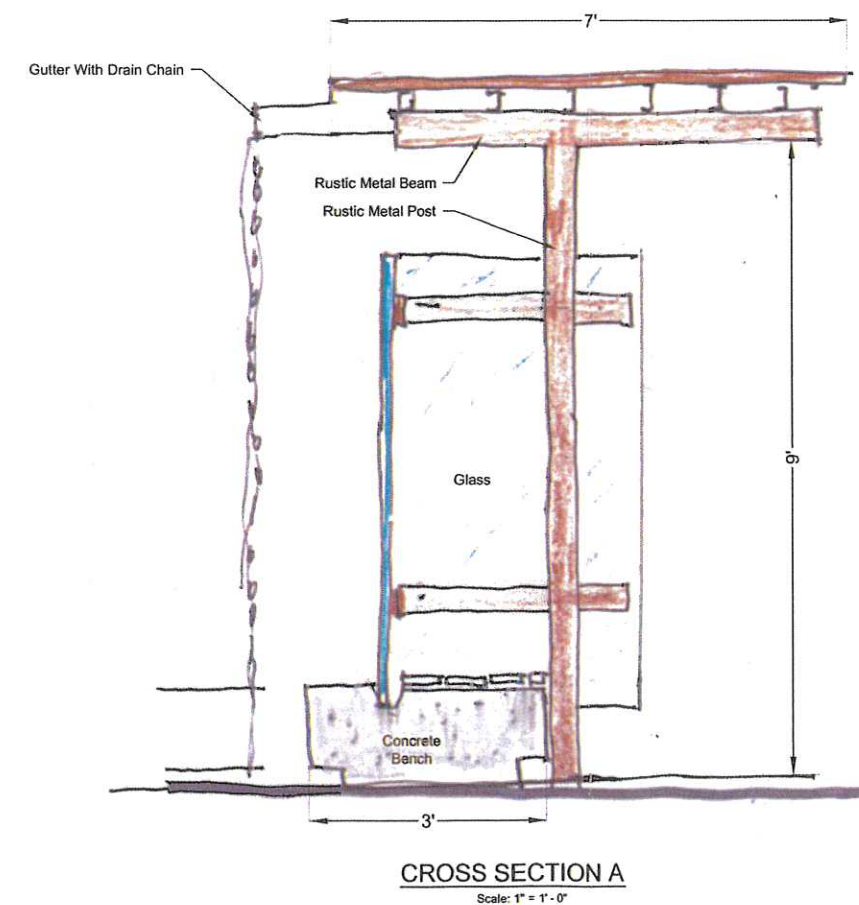
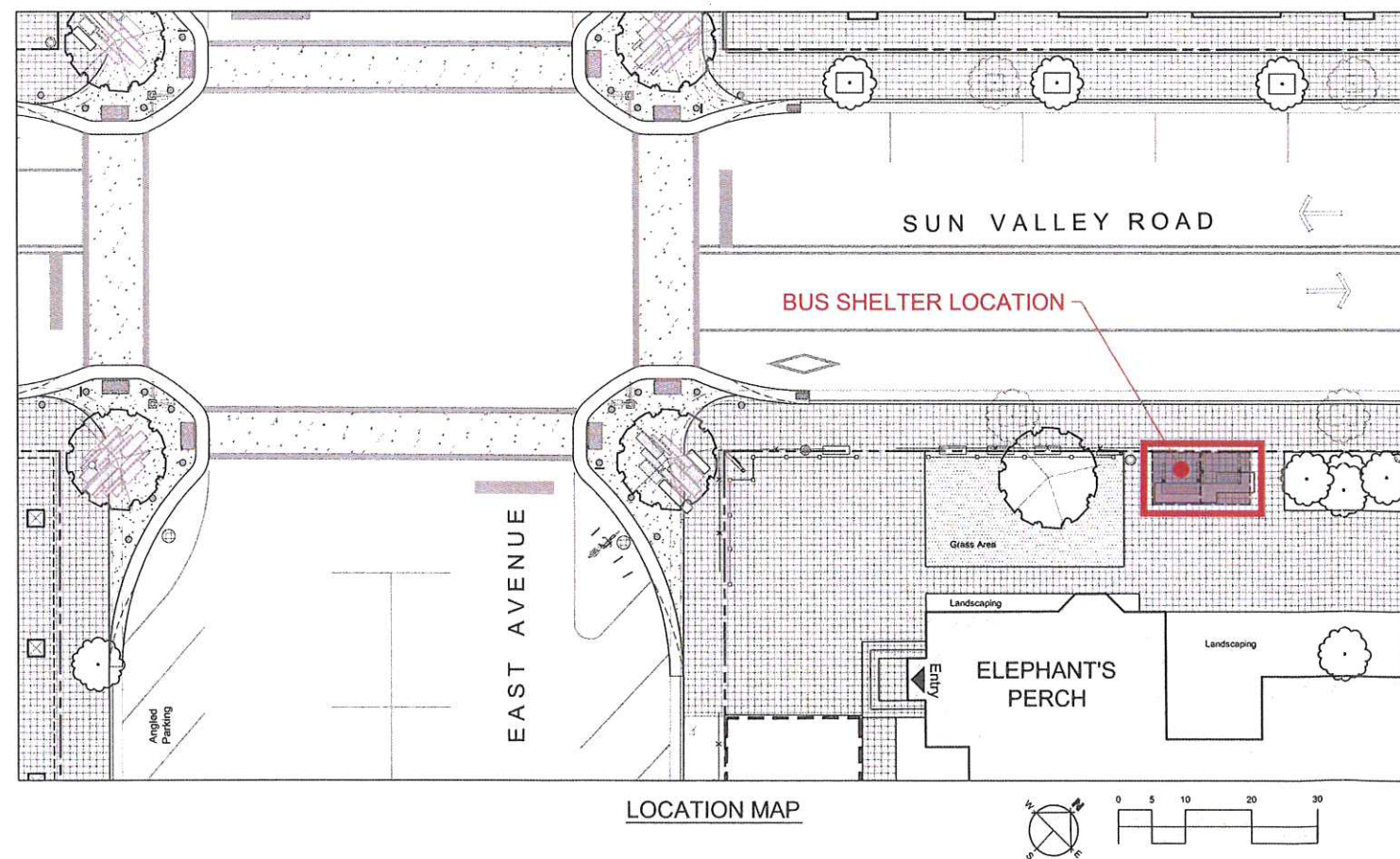
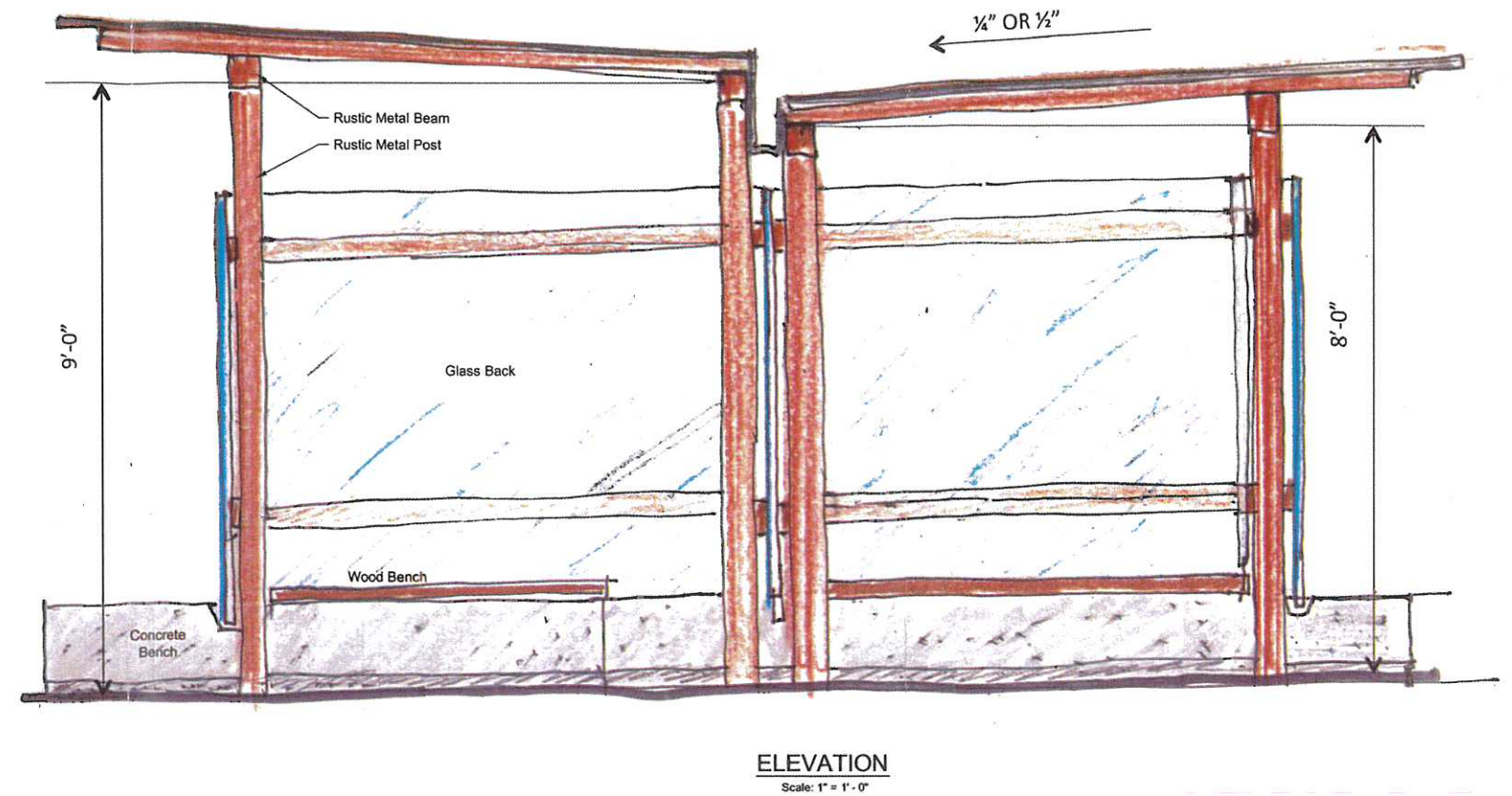
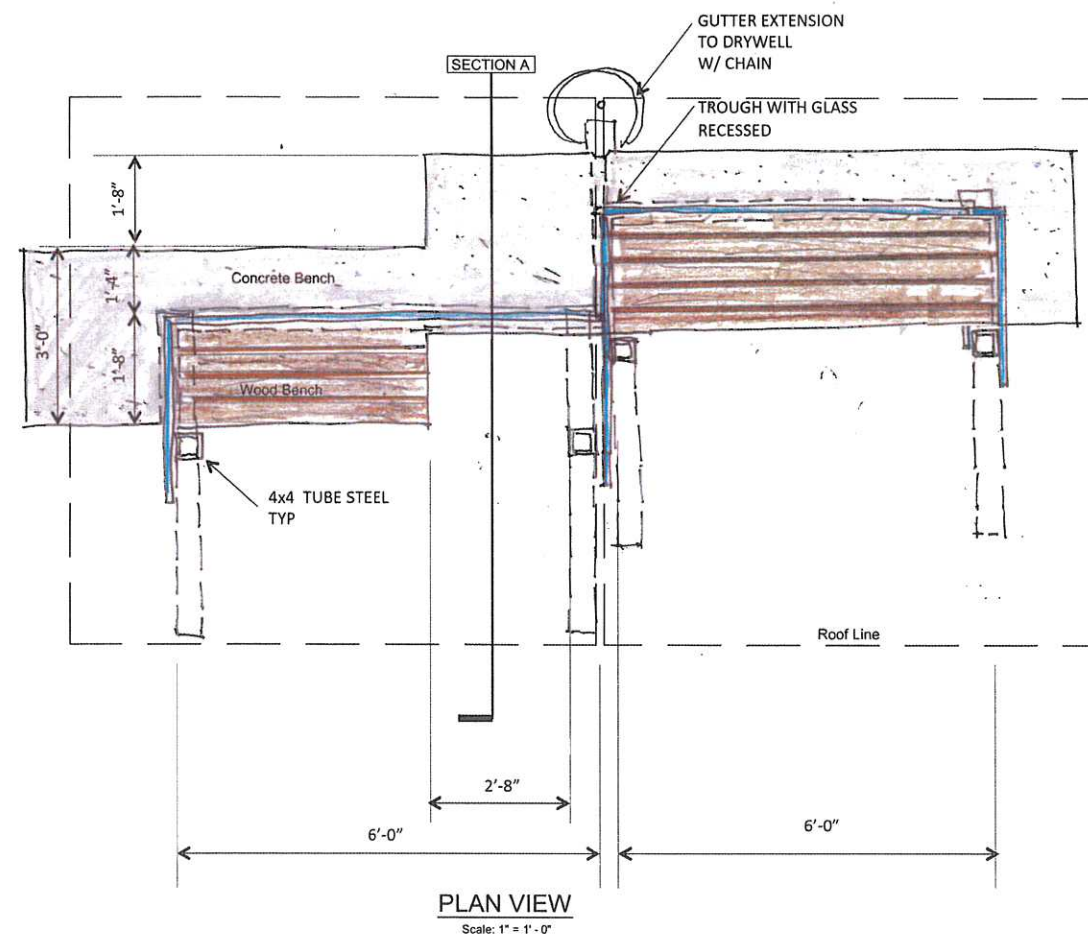
COMMUNITY CORE DISTRICT (CC) ZONE

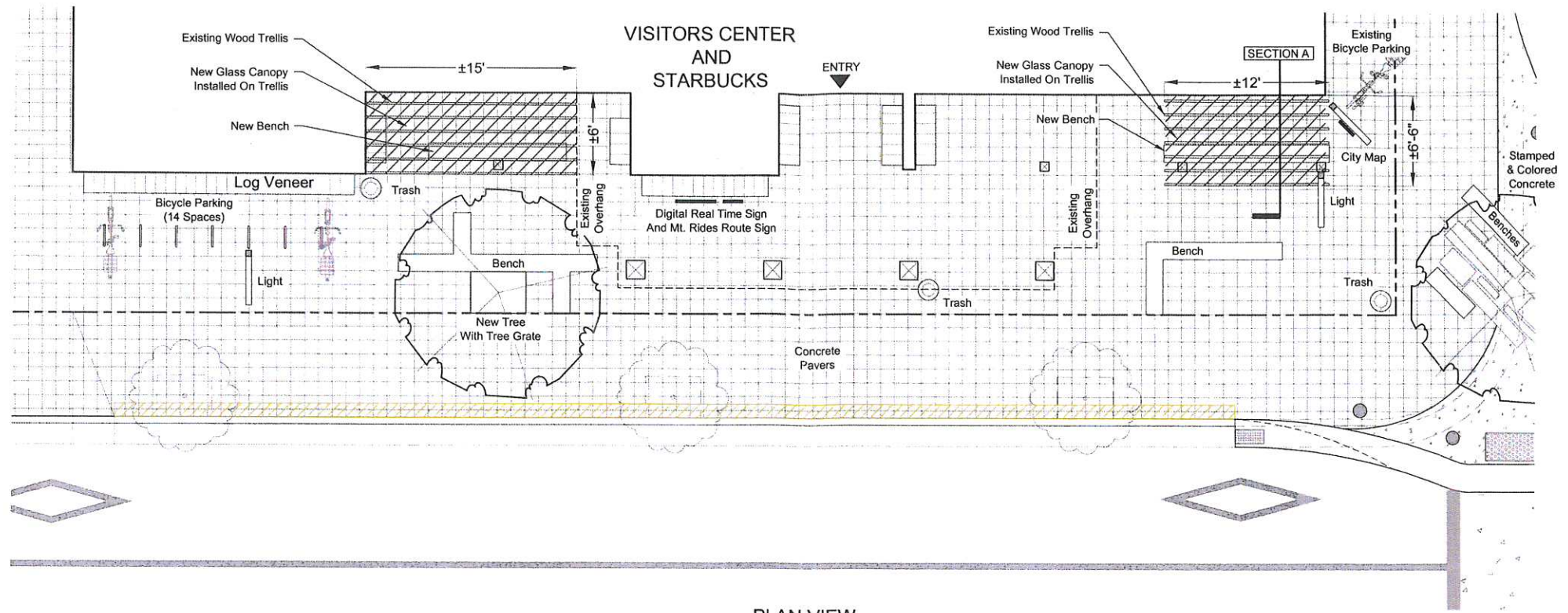


received
4-17-14

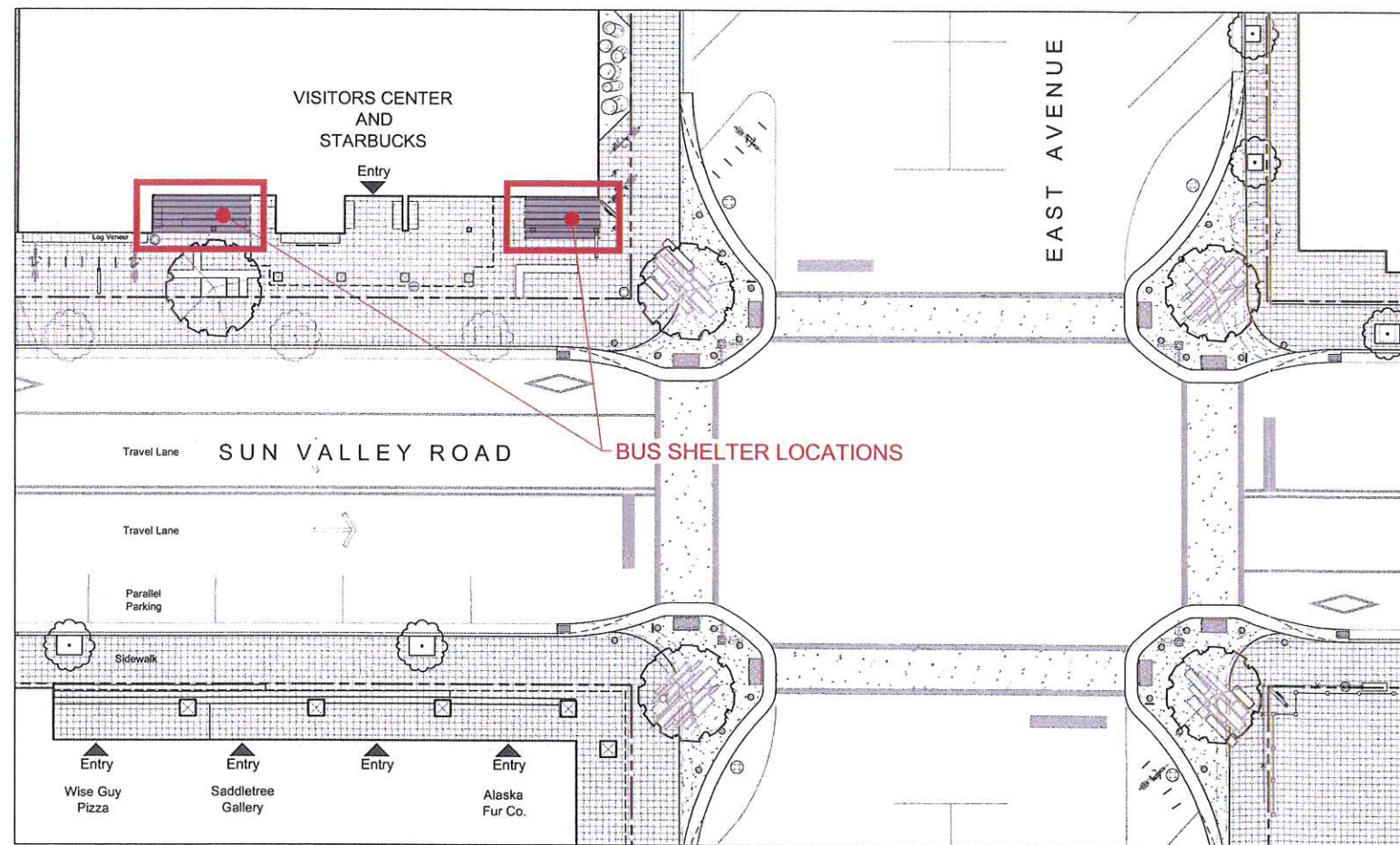




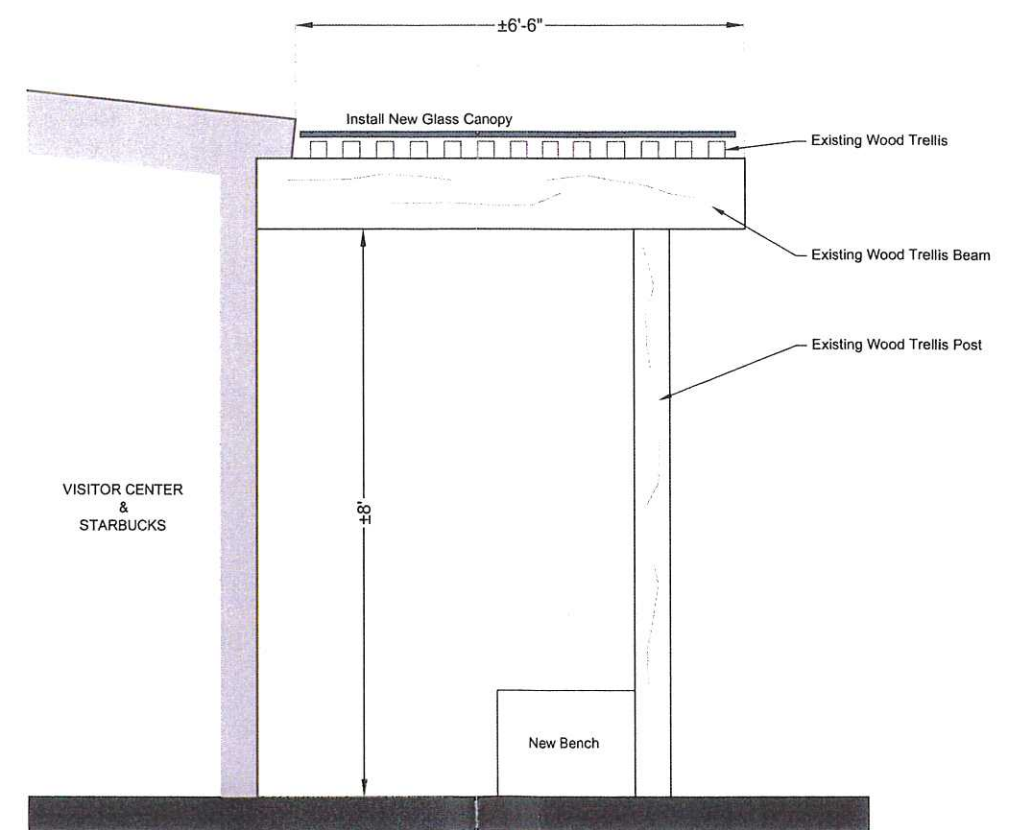




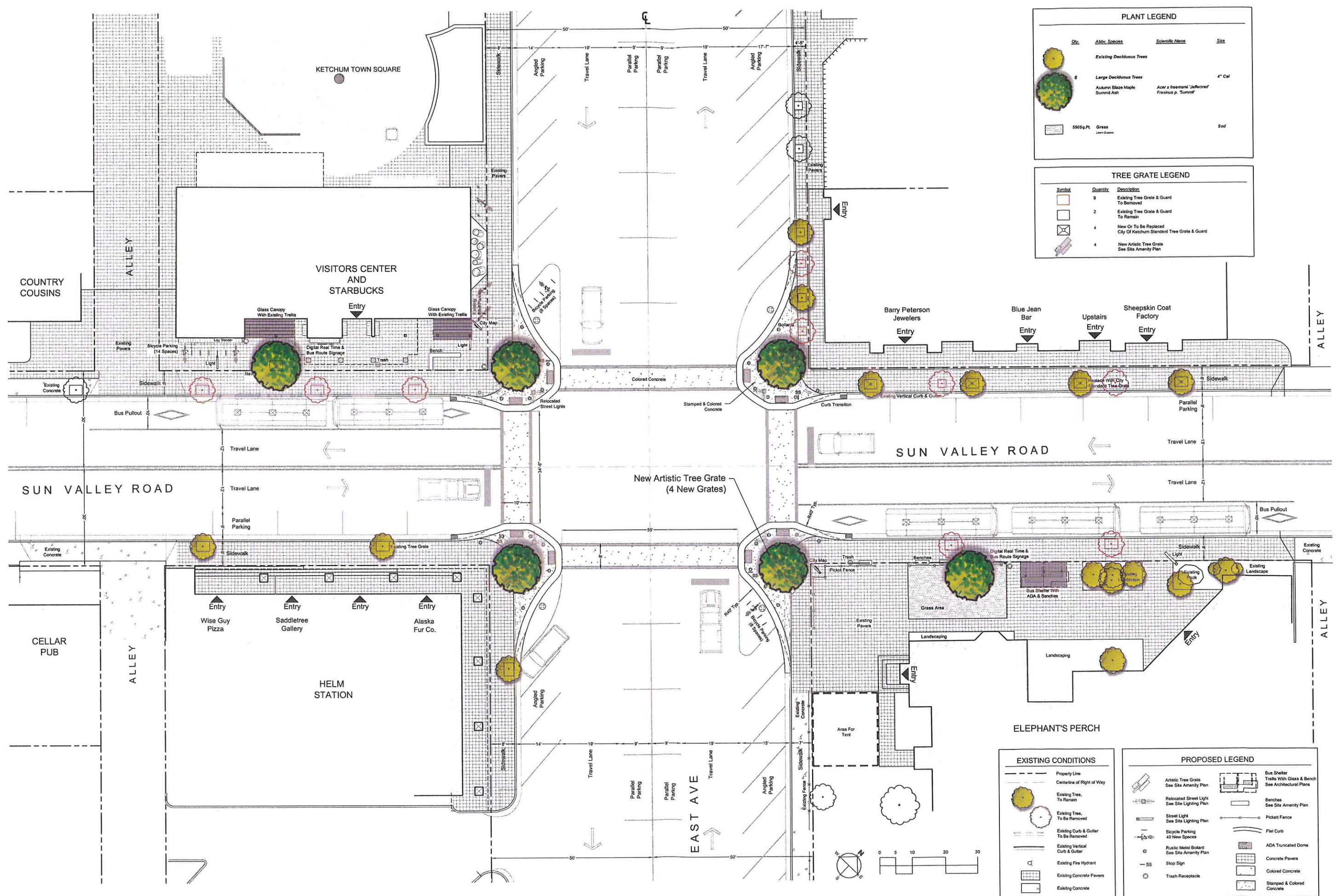
PLAN VIEW
Scale: 1/4" = 1' - 0"

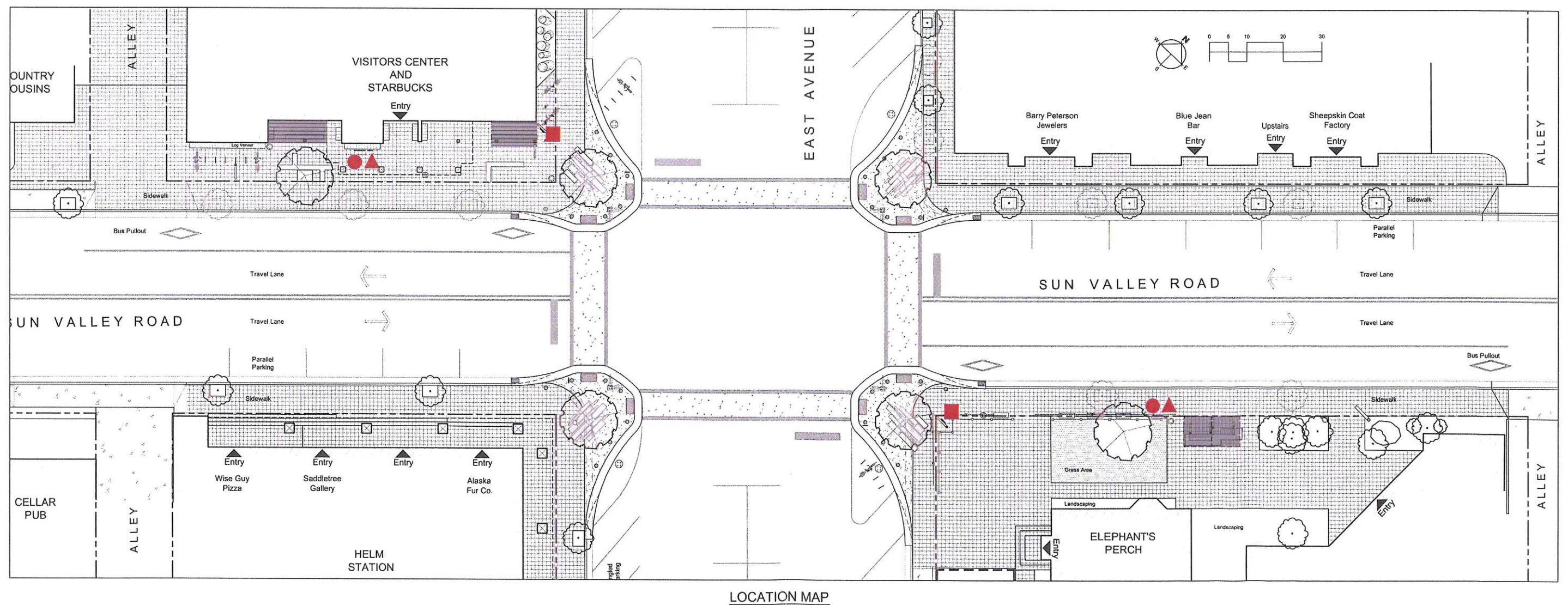


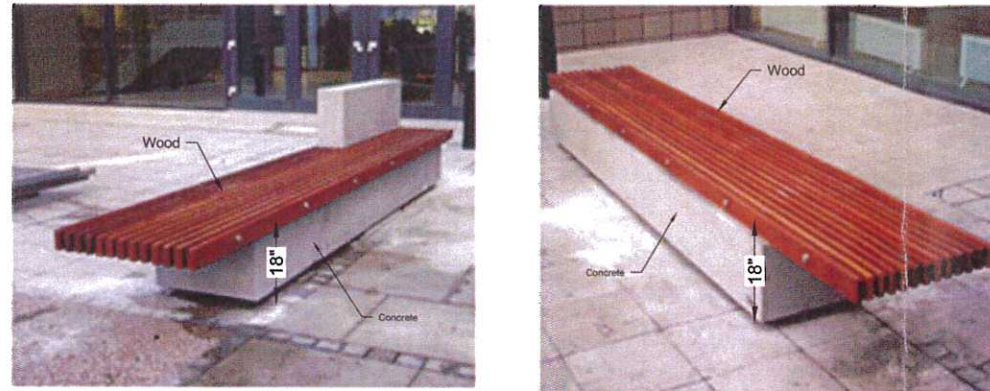
LOCATION MAP



CROSS SECTION A
Scale: 1" = 1' - 0"



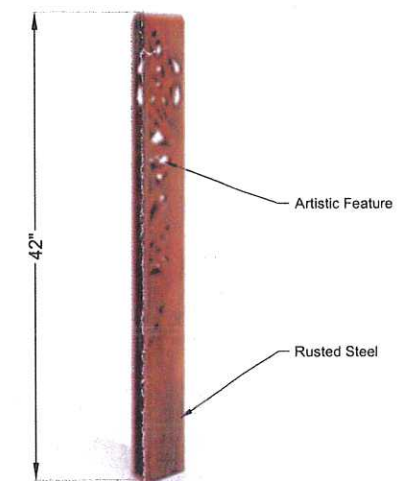




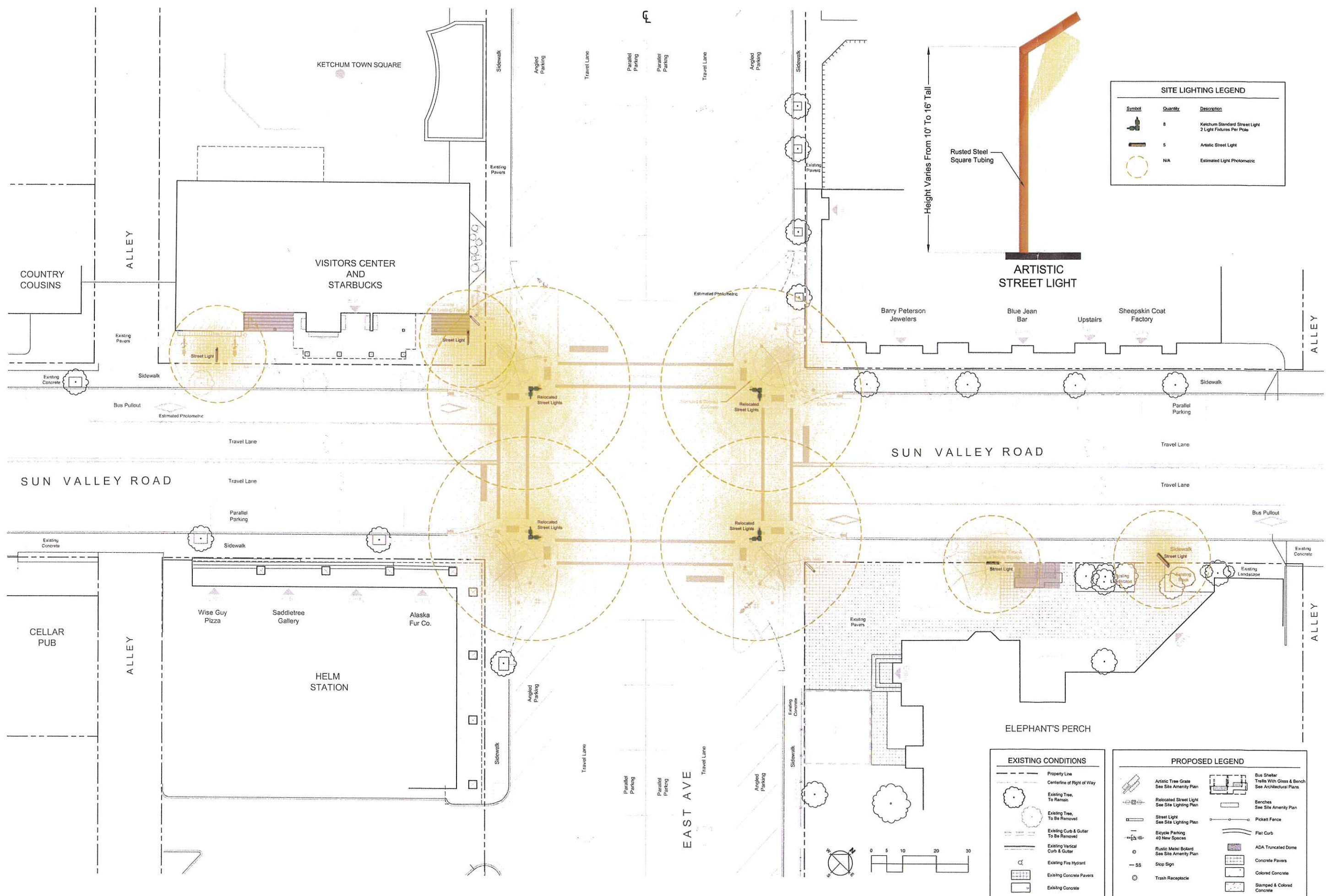
BENCHES

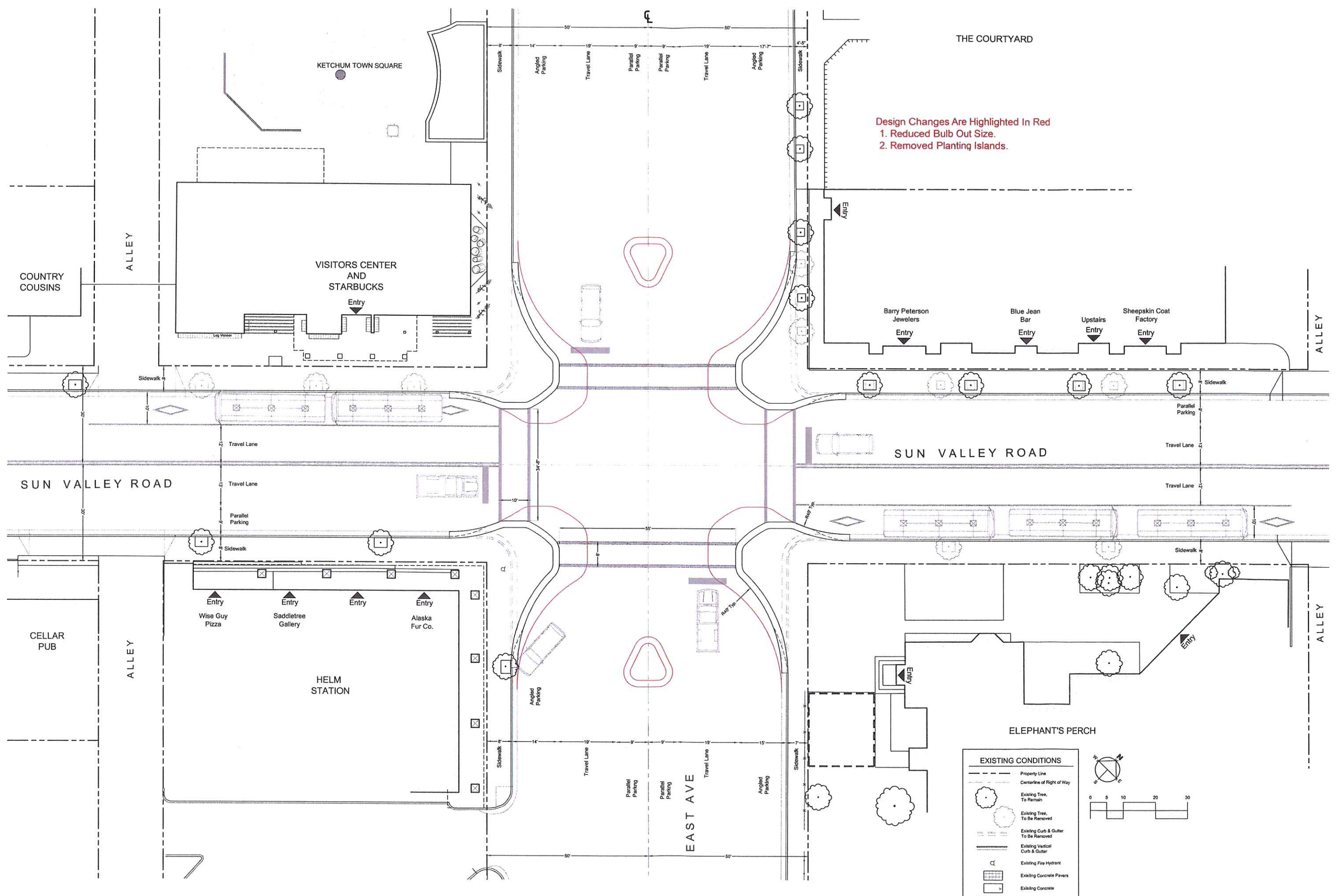


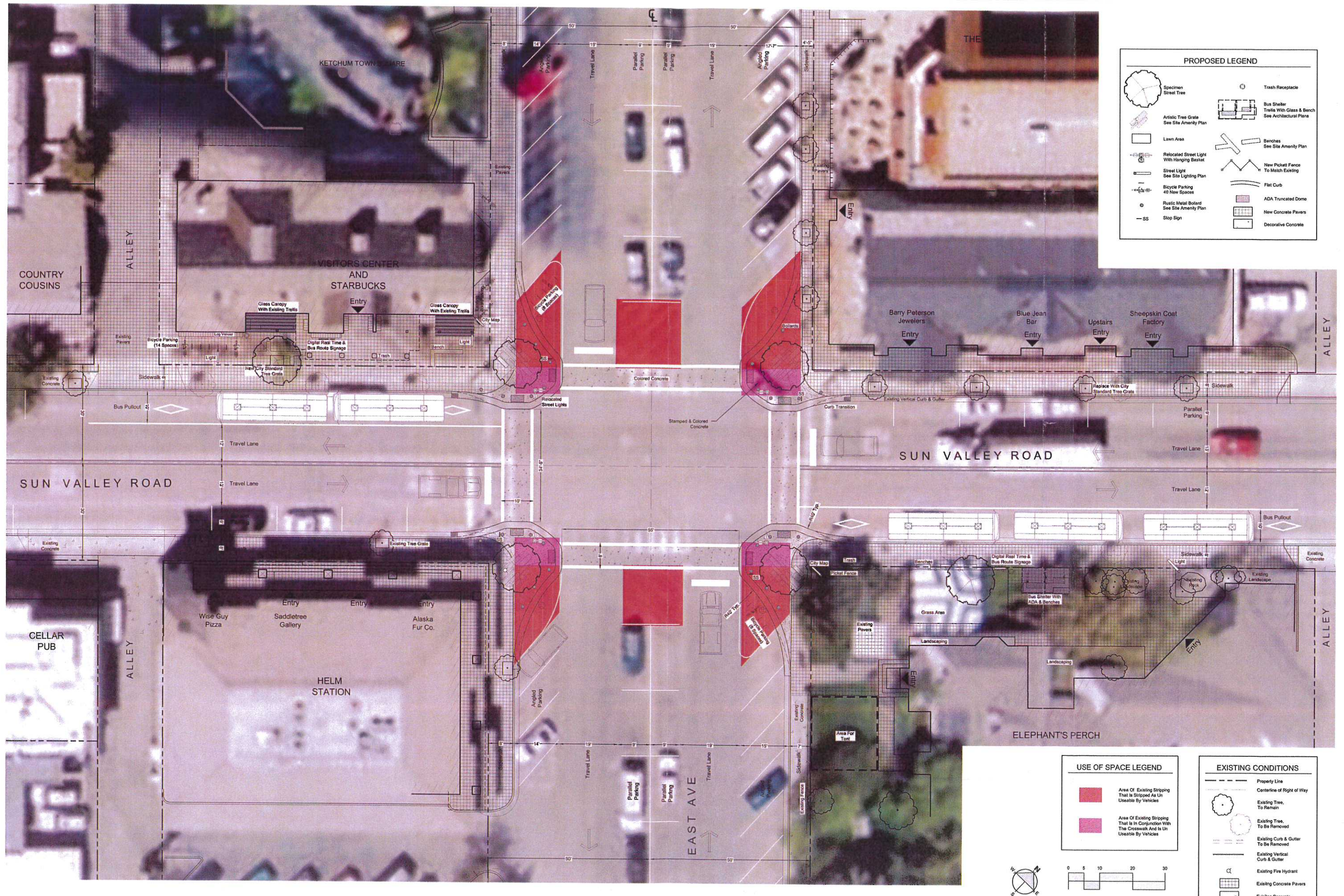
TREE GRATES



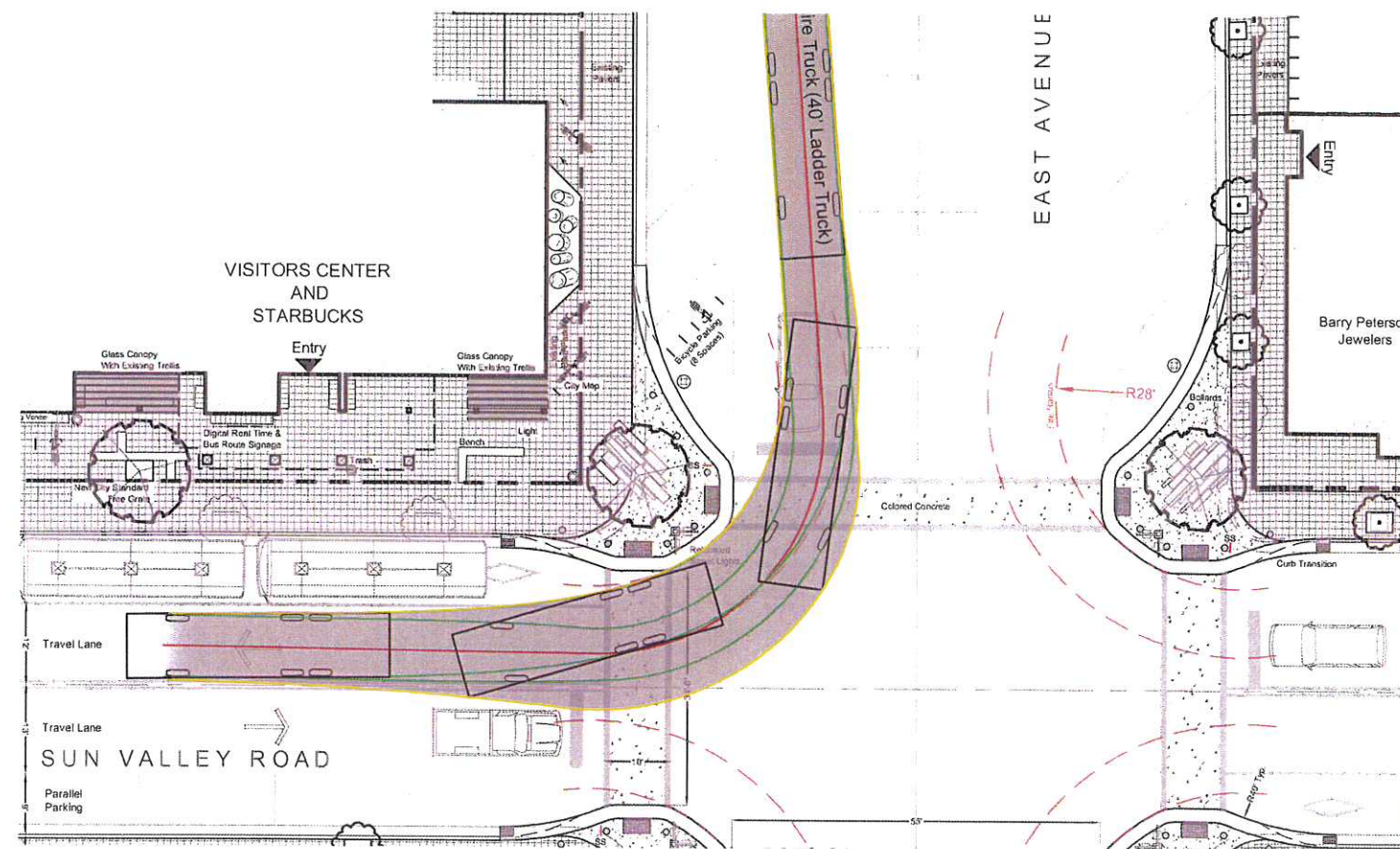
BOLLARDS



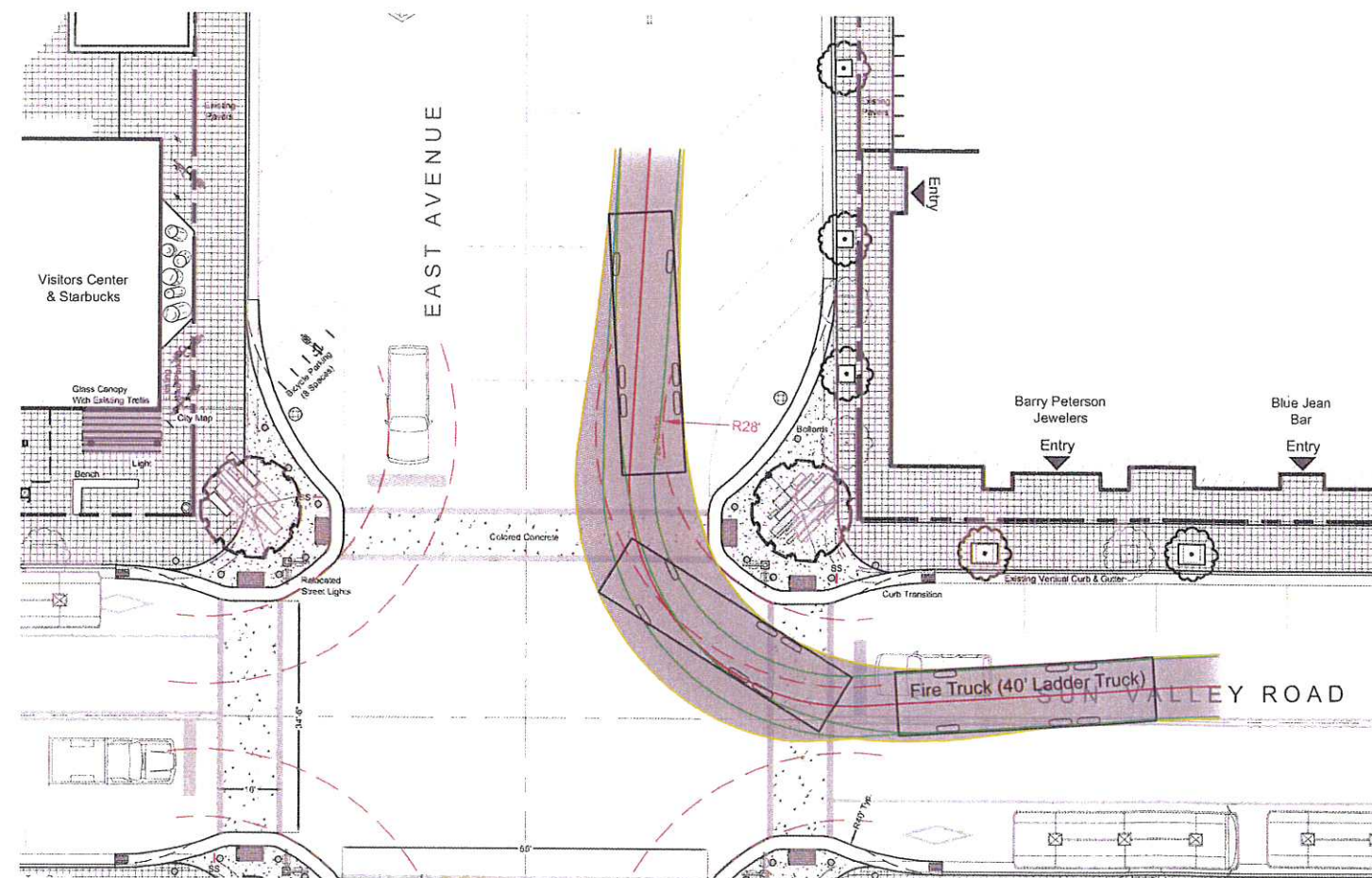








TURNING RIGHT FROM EAST AVENUE TO SUN VALLEY ROAD



TURNING RIGHT FROM SUN VALLEY ROAD TO EAST AVENUE

Pierce Arrow XT Ladder Fire Truck



Chassis Specifications:

Overall Length: 40'-0"

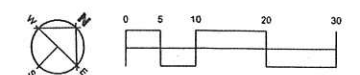
Overall Height: 12'-0"

Overall Width: 9'-6"

Wheel Base: 19'

Simulation Legend

- Centerline Of Travel
- Travel Of Front & Rear Wheels
- Outer Extents Of Truck Body
- Design Radius



City of Ketchum, Idaho

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



June 16, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Terminate the Memorandum of Understanding Between Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes

Introduction/History

The City of Ketchum was collecting and administering its local option tax (LOT) in-house until July 1, 2013, utilizing one staff member in the City Clerk's department. It was estimated that this staff member spent roughly 75% of her time carrying out these tasks.

On May 6, 2013, City Council approved the Memorandum of Understanding (MOU), the Idaho State Tax Commission (ISTC) and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes (Attachment 1). The contract with the ISTC commenced on July 1, 2013, with the first collection of the LOT funds beginning in January 1, 2014. This allowed the ISTC six months to prepare for collection of the LOT.

Current Report

At the May 6, 2013 Council meeting, staff recommended, and Council approved, entering into a contract with the ISTC to collect the LOT funds. The primary reasons stated in that report are that the ISTC has more staff to collect the LOT, has access to more data sources to collect the required taxes, has the necessary staff to pursue non-payers, and that the audit report by Denning, Downey & Associates (Attachment 2) identified a number of "possible high risk entities" that had not been paying. The "high risk entities" were identified in the audit as follows:

1. Large cash sales;
2. Construction businesses;
3. Internet based sales;
4. Vacation rentals.

The City and the ISTC have been working for almost a year to plan for and implement the collection of the LOT funds through the State. The ISTC staff has been working hard with the City to achieve the provisions of the agreement

between the two agencies. City staff appreciates the effort, cooperation and progress made by the ISTC in this joint initiative. The City is paying \$192,800 to the ISTC each year to collect the LOT funds. At the time the contract was approved, the City was told by the ISTC that it may take about 3 years for the ISTC to fully identify the businesses that are required to pay the LOT, and maximize collection from the non-payers. During the first three years of the contract, the City would pay the ISTC a total of \$578,400. This would be the amount paid before the City may receive the increased revenue anticipated by the ISTC.

In response to the audit report, the City Treasurer/Clerk's department has determined that the following actions would be implemented if the City were to ever resume collection and administration of the LOT.

1. Large cash sales will be monitored closely by the City, and staff will work directly with the types of businesses that were referenced in the audit report. Staff will frequently analyze sales tax data and compare it to the LOT revenue received. The use of a multi-departmental code enforcement officer, the police department or the city attorney's office will be necessary at times to assure equal enforcement by all those required to pay the LOT
2. Construction businesses are not required to pay LOT as it is illegal to require sales tax on wholesale purchases. Staff will however, be notifying and working with regional construction material businesses that deliver these items into the boundaries of the City.
3. Internet-based sales cannot be tracked in the State to determine when LOT eligible purchases should be charged.
4. Vacation rental was the fourth "high risk entity" identified in the audit report. Staff will spend a considerable amount of time educating persons renting or representing vacation home landlords. Staff will also work diligently to identify and follow up on rentals that do not pay the LOT. It will also need to utilize a multi-department code enforcement officer, the police department or the city attorney's office to assure compliance in the most difficult cases so that there is equal enforcement of the law.

The revenue received by the City in 2014 has been less than that received a year ago for the same months. The reduction in LOT receipts may be caused by less business related activity overall. There is also the impact of neither the ISTC, nor the City, being able to charge construction businesses the LOT. Additionally, the City is continuing to provide staff support to assist the ISTC to collect the LOT.

The City will probably receive \$236,699 less in revenues than expenditures in Fiscal Year 2013-14. After using the LOT fund balance to offset this reduced level of revenues, there may still be a shortfall of at least \$125,689 in the LOT Fund balance for Fiscal Year 2013-14, based upon the receipts to date and the projected trend for the coming months. LOT revenues, which are used to fund a number of city and non-city functions, are down substantially. When added to the \$192,800 the City is paying annually to the ISTC, the City has substantially less LOT funds, compared to a year ago.

Based upon the above facts, detailed discussions with the ISTC staff, an analysis of the revenue from the LOT and costs paid to the ISTC, staff does not think that the City will receive a significant increase in LOT revenues above and beyond the \$192,800 in City costs, by having the State collecting and administering the tax.

Financial Requirement/Impact

Termination of the MOU with ISTC would result in an annual savings of \$192,800 in Fiscal Year 2014-15.

Recommendation

Staff respectfully recommends that City Council terminate the MOU with the Idaho State Tax Commission for the administration, collection and enforcement of the City of Ketchum's Local Option Tax and direct the Mayor to send a letter of termination to the ISTC per section C.9 of the Memorandum of Understanding between the Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes.

Recommended Motion

"I move to terminate the Memorandum of Understanding (MOU) with the Idaho State Tax Commission for the administration, collection and enforcement of the City of Ketchum's Local Option Tax, and direct the Mayor to send a letter to the ISTC notifying them that the City is exercising their authority to terminate the Memorandum of Understanding Between Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes."

Sincerely,

Sandra E. Cady, CMC
City Treasurer/Clerk

Attachment 1: Memorandum of Understanding between Idaho State Tax Commission and the City of Ketchum Regarding Collection and Enforcement of Local Option Taxes

Attachment 2: Denning, Downey and Associates Audit Report

Attachment 3: Staff Report Dated April 30, 2013 for Council Agenda Item Regarding LOT Collection.

MEMORANDUM OF UNDERSTANDING
REGARDING COLLECTION AND ENFORCEMENT OF CITY OF KETCHUM LOCAL
OPTION SALES TAXES

On this 6th day of May, 2013, the Idaho State Tax Commission, (hereinafter "Commission") and City of Ketchum (hereinafter "City") enter into this Memorandum of Understanding to provide for the Commission to collect and remit the City of Ketchum Local Option Sales Tax (hereinafter the City tax) on behalf of the City.

The City has enacted Ordinance 712 authorizing the imposition of a City Local Option Sales Tax at the rate of one percent (1.0%) of all sales taxable pursuant to Chapter 10, Title 50, Idaho Code. The City is authorized to enact the ordinance pursuant to Chapter 10, Title 50, Idaho Code. Ordinance 712 imposes the following taxes:

- A municipal sales tax is imposed upon each sale at retail within the city of Ketchum, Idaho, at the rate of one percent (1%) of the sales price of all property subject to taxation under Idaho Code section 63-3601 *et seq.*, Idaho sales tax act, including subsequent amendments, except on the sale of "groceries" (defined in this section) and motor vehicles which are titled by the Idaho department of motor vehicles. For the purpose of this chapter, "groceries" means any edible food or foodstuffs intended for human consumption, except: 1) alcoholic beverages; 2) tobacco; and 3) any food product which is prepared and sold for consumption at any "eating place" as defined in Idaho Code section 39-1702; or 4) any sandwiches and foods prepared and sold by retailer for immediate human consumption; or 5) any food product sold through a vending machine if the sales price is more than fifteen cents (\$0.15);
- An additional one percent (1%) hotel-motel room occupancy sales tax on receipts from all short term rental (30 days or less) charges for hotel rooms, motel rooms, condominium units, tourist homes and the like;
- An additional one percent (1%) liquor by the drink sales tax on all sales at retail of liquor by the drink including liquor, beer, wine and all other alcoholic beverages, for consumption on the premises.

A. GENERAL PROVISIONS FOR REGISTRATION AND COLLECTION

Pursuant to Idaho Code §§ 50-1049 and 67-2326 – 67-2333 the City and the Commission wish to contract for the Commission to collect, report and remit the tax. Accordingly, the parties hereby agree and stipulate to the following procedures and methods for the collection and remittance of the tax with the set forth limitations:

1. The Commission will collect and administer City taxes in like manner and under the definitions, rules and regulations of the state sales tax under Chapter 36, Title 63, Idaho Code. The Commission's estimated date for implementation of administration functions is January 1, 2014.

2. The Commission will automatically issue a permit to all businesses that are located in the City of Ketchum and currently have an Idaho Sales Tax Permit. The Commission shall mail a letter and application to all multi-City and out-of-state Idaho Sales Tax permit holders seeking registration for the City tax. Upon registration, the Commission will provide location permits and return forms to the registered permit holders to allow for the collection and remittance of the City tax. The reporting period for each permit holder shall be identical to its reporting for state sales and use taxes.
3. With respect to the multi-city and out-of-state permit holders, if a permit holder does not register as a permit holder for the City tax, the Commission will, through the regular audit process, conduct any investigation to determine whether the permit holder has a legal responsibility to register for the City tax.
4. In addition, the City will provide whatever notice and publicity it believes necessary to ensure that all City permit holders are aware of the tax. The City will instruct permit holders who seek information about registration to contact the Commission. The Commission will then provide the necessary information so that these permit holders can register to collect and remit the City tax. In the course of its normal business activities the Commission will, when it registers a new business with physical presence in City limits for the state sales tax, notify the applicant of its filing requirement with respect to the City tax. Failure of the applicant to register for the City tax will be reported to the City.
5. The Commission shall draft and prepare all necessary forms, both paper and electronic, for permit holders to report and remit the City tax. The Commission will use all reasonable efforts to ensure all permit holders have such forms in time to timely file the returns.
6. The City and the Commission may agree to allow permit holders the ability to pay their taxes by credit card or through electronic funds transfer (EFT). All costs imposed by financial institutions for the use of credit cards and/or EFT processes shall be borne by the City as an amount in addition to the agreed upon cost for the services provided by the Commission as enumerated in this Memorandum of Understanding.
7. Subject to Section B below, upon filing and payment of the tax by permit holders, the Commission will deposit into a specified state bank account all City funds within twenty four (24) hours of receipt. On a monthly basis, the Commission will transfer the receipts net of any refunds paid and fees from the state account to a financial institution and account designated by the City.
8. If a permit holder files a return but does not make full payment, the Commission will follow its normal collection procedure used in cases where a sales tax liability is owed to the state.

9. The Commission will undertake any audit, collection, or other enforcement action for the City as is currently undertaken for Idaho sales and use tax. Such action may include unfiled return billings, assessments, liens, and issuances of notices of deficiencies as well as bringing legal action for failure to file or pay taxes or filing claims in bankruptcy court.
10. The City and the Commission shall each provide a central point of contact to act as project managers to make decisions relative to the initial system set up and on-going issues relating to specific systems issues by July 14, 2013. If project managers need to change during the life of the project written advance notice should be give at least 15 days of the occurrence.

B. PAYMENT OF COMMISSION COSTS BY THE CITY

1. For the period January 1, 2014 through June 30, 2014, the City will pay the Commission a one-time sum of \$68,600, for set-up and development work, plus a fee for transactions costs (\$46,400) and audit premium sales destination steps (\$50,000). The one time sum of \$68,600 will be paid in advance by the City to the Tax Commission after July 1, 2013, and before September 30, 2013. The six month transaction and audit costs of \$96,400 will be deducted from the April 2014 tax receipts and the balance will be forwarded to the City.
2. For the period July 1, 2014, through June 30, 2017, the annual fee for transaction will be \$92,800 and audit costs will be \$100,000, for a total annual fee of \$192,800. If after this initial period the Commission's costs in administering the City tax increases, the annual fee shall be increased but the increase is limited to the amount of the cost increases incurred by the Commission. The Commission will provide written notice to the City of any cost increases by no later than April 1, 2017. For each year thereafter the Commission may increase the annual fee effective July of any year the Commission administers the tax but must provide written notice to the City no later than April.
3. Beginning July 1, 2014, and for each year the Commission administers the tax, the annual fee shall be deducted on a quarterly basis from the tax receipts in the months of July, October, January, and April. The balance will be paid to the City.

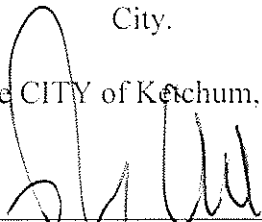
C. GENERAL PROVISIONS

1. This agreement does not cover any costs to issue refunds should a court declare the City tax illegal and order refunds to permit holders.
2. The City may review and audit the records of collection maintained by the Commission and the returns of permit holders relating to such tax.

3. If any permit holder requests a refund from the Commission and the Commission deems the request to differ in substance from what it would see in its administration of the state sales tax act, it will be the sole responsibility of the City to accept or reject the claim, following which the Commission will act accordingly. Any ensuing protest or litigation arising from the City's decision will obligate the City, and not the Commission, to compromise, arbitration or litigation defense.
4. This agreement does not obligate either party to litigate or defend in litigation any issues related to the legality of any provisions of the City tax.
5. Nothing in this agreement prevents the City from collecting any tax amount due, however, all amounts collected by the City must be forwarded to the Commission for processing and deposit.
6. The Commission specifically does not express any opinion on the constitutionally or legality of the City tax. Or any provisions therein.
7. Any administrative process allowing for permit holders to challenge any payment of the tax is not part of this agreement and shall be provided for by the City in a manner consistent with Ordinance 712. The Commission shall play no role or responsibility in the administrative process.
8. The Commission hereby agrees to indemnify and hold the City harmless for any errors in processing returns and posting funds to the account in the financial institution selected by the City as described in paragraph A.5. Above. Upon the discovery of any underpayment, the Commission will immediately notify the City and promptly deposit into the designated account funds equal to the underpayment. Should the Commission discover that it deposited into this account an amount greater than the City is otherwise entitled to receive, it shall immediately notify the City and provide evidence of the overpayment. The City will then either reimburse the Commission or agree to let the Commission offset the amount of the overpayment against funds paid to the City in the month following the discovery of the overpayment.
9. While the parties anticipate an ongoing relationship of at least three years, either party may terminate this agreement by giving written notice. The written notice must be given at least sixty (60) days prior to proposed end date.
10. The Commission will use its standard business practices in the collection of this tax to minimize the impact on permit holders and to maximize efficient operations.
11. This agreement is intended to be the entire understanding between the parties and all terms, either expressed or implied, are incorporated herein.

12. This agreement shall be binding on the parties and the person executing this agreement on behalf of the Commission is representing he or she has the legal authority to bind the Commission and the person executing this agreement on behalf of the City is representing he or she has the legal authority to bind the City.

For the CITY of Ketchum, ID:



Randy C. Hall, Mayor

5/6/13
Date

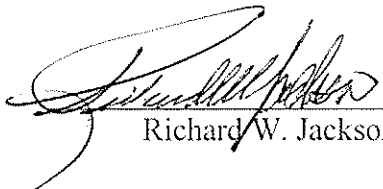
Attest:



Sandra E. Cady, City Clerk

5-6-13
Date

For the Idaho State Tax Commission:



Richard W. Jackson, Chairman

5/1/2013
Date

Denning, Downey & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 1957, Kalispell, MT 59903-1957
(406) 756-6879 • FAX (406) 257-7879 • E-Mail dda@ddaudit.com

Kim M. Downey, CPA, CGFM, CFF, CITP

Robert K. Denning, CPA, CGFM, CFF, CITP

October 10, 2011

City of Ketchum
Gary Marks – City Administrator

RE: Ketchum LOT tax audit

Dear Gary,

We were engaged to audit the City of Ketchum's Local Option Tax (LOT) as described in *City Sales Tax Ordinance No. 712* dated November 20, 1997 for the Months of April, May and June 2011. The purpose of our engagement was not to provide assurances on the City of Ketchum's financial statements but to review several of the local businesses for compliance with this ordinance.

Prior Audit

In the previous audit dated February 11, 2011 I established my audit sample by first stratifying the population into the following categories:

Possible High Risk Entities

- Entities with large cash sales
- Construction industry
- Internet based sales
- Vacation rentals

Possible Low Risk Entities

- Random sample of low risk entities

As noted in that report 30% of the High Risk Entities tested did not have an adequate accounting system to support the amounts reported to the City and 56% had not properly calculated and or paid their LOT tax.

Current Audit

This audit covered the period April, May and June 2011. I changed my focus on this audit based on the results of the previous engagement. This audit was more specific and targeted the higher risk entities as follows:

High Risk Entities

- Entities that were not in compliance in the previous audit.
- Entities that were identified by the City because they either
 - o Failed to comply with previous attempts by the City to bring them into compliance.
 - o Known to operate in the City and not registered with the City.
- Entities in the construction industry. The previous audit concluded that this type of business had a higher noncompliance rate.

Unregistered businesses with the City

- Search for unregistered construction companies

Summary

High Risk Entities Tested

I called in for audit 29 entities that were identified as high risk. Of these 29 entities I noted:

- 5 failed to report LOT tax to the City representing 17.2% of my sample
- 12 had errors in reporting LOT tax to the City representing 41.4% of my sample
- 12 had no exceptions representing 41.4% of my sample.

Unregistered Businesses

One day of the audit was devoted to traveling with the City building inspector to the six (6) active construction sites around the City. From the construction sites I was able to obtain a list of 59 contractors. Of these 59 contractors, I identified 37 (62.7%) which were not registered with the City for payment of the LOT tax.

These businesses or the general contractor were notified that they must go to City Hall and register as contractors prior to performing business within the City. The list was also provided to the City for follow up.

Conclusions:

High Risk Entities

Between failure to report and errors in reporting, the sample indicated problems with 58.6% of those tested. This was not a random sample of the population and interpretation of the results should be limited to the sample and not the population of all Ketchum businesses.

I recommend that the City continue in their follow up compliance efforts on known or high risk entities.

Unregistered Businesses and Contractors

Based on the number of businesses that failed to register in my small 1 day sample it appears that the City has a significant non-compliance issue with contractors. Most of the contractors that were contacted claimed they were not liable for any tax and any reporting requirements because the tax was already paid when they purchased the materials. An audit of several of the contractors indicates that this is not the case. It is difficult or impossible to argue that ALL of the products used in the construction and furnishings of a house could or were purchased in Ketchum.

Another argument posed by contractors was, "Why should I pay when my competition from outside the City is not? The result is an unfair tax to the paying contractor's that work in the City." While not a valid argument for failure to comply with the City Ordinance it is supported by the sample above indicating a large number of businesses from outside the City are not registered and it does put an unfair bidding advantage to non-registered businesses.

Since non-compliance is common, and the loss of LOT tax revenue is potentially large, the City should consider alternative collection points of LOT tax revenue.

Once suggestion might be to collect the LOT tax revenue from the general contractor at the beginning of the project and then give the general a "waiver of LOT tax certificate". This waiver would exempt them from having to pay any LOT tax on the materials for the project. This approach would increase LOT tax revenues, provide fair bidding for subcontractors and significantly reduce the collection points of the City Clerk.

Another idea would be to require all contractors and subcontractors to be registered with the City prior to the Building Code Inspector's sign off on the final completion of the project. While this approach would get more contractors registered with the City, one possible drawback is that it doesn't address the first argument by contractors, "The tax was already paid when they purchased the materials".

Clearly there is no easy answer to tax collection.

As always, the personnel that I worked with at the City of Ketchum were very helpful during this audit and it could not have been performed as efficiently without them. Thank you.

Thank you for the opportunity to assist the City of Ketchum.

Sincerely,

Robert K Denning CPA, CGFM, CITP, CFF

City of Ketchum, Idaho

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



April 30, 2013

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Idaho State Tax Commission Enforcement of Ketchum local option tax

Introduction/History

Currently, the City of Ketchum has been collecting and administering its local option tax ("LOT") taxes in-house utilizing one staff member of the clerk's department. It is estimated she spends roughly 75% of her time carrying out these tasks. In 2011, the City hired the accounting firm, Denning, Downey & Associates, P.C. to conduct a LOT audit (attached hereto as "**Exhibit 1**"). The report found a high rate of failure to report and errors in calculating LOT in high risk entities such as the construction industry, internet based sales, vacation rentals, and entities with large cash sales. The report concluded significant non-compliance and difficulty in collection and enforcement.

Current Report

As reported in March, our firm has been meeting with members of the Idaho State Tax Commission and staff to discuss a possible collection agreement with the Tax Commission and the City of Ketchum ("City") to collect its local option tax under Title 50, Chapter 10 Idaho Code. Specifically, I.C. § 50-1049 provides that any city authorized to impose a LOT, may contract with the state tax commission for the "collection and administration of such taxes". See I.C. § 50-1049(a)(attached hereto as "**Exhibit 2**"). Under this section, the city has a right to review and audit the records of collection maintained by the commission and taxpayer returns to the tax. *Id.* The city always retains the right to administer and collect the tax itself as well. *Id.*

At the outcome of that city council meeting, our office was directed to continue working with the Idaho State Tax Commission and its legal counsel to finalize a Memorandum of Understanding pursuant to the terms discussed herein.

City attorneys, Susan Buxton and Chereese McLain, along with City Administrator, Gary Marks, and Mayor Randy Hall have met with the state tax commission and/or its staff and legal counsel on the following dates: August 6, 2012, August 31, 2012, September 21, 2012, November 9, 2012, December 13, 2012, and January 18, 2013. While there are over a dozen cities that collect a local option tax under Title 50, Chapter 10 Idaho Code, the City of Ketchum is the first city to approach the tax commission to explore the option of utilizing the tax commission for the collection and administration under I.C. § 50-1049. Initially, members of the tax commission expressed some concerns about sales versus use tax and the city's ability under the LOT statutes to only collect sales tax. At the request of the commission, our firm issued a memo analyzing

the authority to collect sales taxes as well as what constitutes a sales tax. It is attached hereto as “**Exhibit 3**”. Based on our subsequent meetings with the commission and staff, it is our belief that any concerns regarding that matter were taken care of with that memo.

These figures are based on the commission’s best estimates of what the actual annual costs will be to perform: 1) initial set-up into our computerized systems and creation/modification of forms and processes; 2) process the estimated number of transactions from your expected taxpayer base; and 3) an additional audit premium to perform steps to identify City of Ketchum destination sales from taxpayers outside the city boundaries. The tax commission has estimated a start-up date of January 1, 2014, with the costs occurring as shown below with a further breakdown in a spreadsheet attached hereto as “**Exhibit 4**”:

	FY2014	FY2015+
Set-up and design (one-time)	\$ 68,600	
Transaction based average cost (half year first year)	\$ 46,400	\$ 92,800
Audit premium sales destination steps (half year first year)	<u>\$ 50,000</u>	<u>\$100,000</u>
Total Administration Fees	\$165,000	\$192,800

The suggested timeline is to start in July 2013 with payment of \$68,600 to the tax commission, which is the one-time set-up and design in order for I.T. to make changes in their program software, etc. By August 2013, the tax commission is prepared to begin identifying the tax base and incorporating Ketchum information into their electronic filing system. They will have returns going out by January 2014 and begin educating the public and providing information. As part of the audit process, the tax commission will be able to identify taxpayers that are found in a “use tax” audit and then can identify the retailers and conduct a spin-off audit and find the retailers that may be subject to Ketchum’s LOT. The tax commission auditor stated he believed that a large majority of the current missing LOT revenues from the construction industry will be identified once they identify the retailers and educate them. Further, the tax commission has recently finished an informational handout on VRBO’s and will also work in identifying these entities as part of their audit effort. The handout is attached hereto as “**Exhibit 5**”.

The remaining FY 2014 owing, \$96,400, would be paid out of the reimbursement from collected tax revenue. Thereafter, pursuant to terms of an MOU, the tax commission would reimburse their costs on a quarterly basis. The standard practice used by the tax commission for other entities (auditorium districts, county local option) is to withhold the fees from distributions on a quarterly basis in the months of July, October, January, and April.

The tax commission provided us with an additional breakdown of what the “audit premium sales destination steps” would include. As shown above, the transaction based average cost to implement the LOT is \$92,800 and results in an estimated 7,800 transactions. The additional audit efforts for \$100,000 annually can be seen in “**Exhibit 6**”. It includes \$10,000 in estimated travel and an estimated additional 2,500 hours spent on sales/use audits statewide for Ketchum destination sales. All together, the proposal is for around 2.5 FTE’s from the state tax commission staff; however, it would actually be several staffers from around the state that would be conducting these audits.

The tax commission strongly believes that in order for the tax commission to fully identify the full tax base, conduct enough audits to identify non-payers, etc. the commission would need around 3 years in order for the City of Ketchum to see the full effect of the tax commission implementation. However, the MOU will provide the ability for the City to withdraw from the MOU each fiscal year.

The scope of services would be for the administration, audit, collection, and enforcement of Ketchum's LOT. We discussed options about a smaller scope of services but once we went through how their audit program and software works – there is little ability for the tax commission to do only part of the administration. However, the suggested scope of services will not completely nullify the current City employee. There are tasks for the current City employee to continue doing for LOT administration, including, the direct interface with taxpayers.

Financial Requirement/Impact

The estimated financial impact for FY 2014 is \$68,600, thereafter it would \$192,800 annually to be paid directly from reimbursement of LOT taxes.

Recommendation

I respectfully recommend the City Council approve the MOU provided with the Idaho State Tax Commission for the administration, collection, and enforcement of City LOT to commence July 1, 2013 with first collection beginning January 1, 2014.

Suggested Motion

"I move to authorize the mayor to execute the Memorandum of Understanding with the Idaho State Tax Commission."

Sincerely,

Cherese McLain
City Attorney

Exhibit 1 Denning, Downey & Associates, P.C. report

Exhibit 2 I.C. § 50-1049

Exhibit 3 MSBT memo analyzing LOT tax

Exhibit 4 Excel sheet tax commission costs

Exhibit 5 VRBO Handout

Exhibit 6 Excel sheet Additional Audit Breakdown

City of Ketchum, Idaho

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



June 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

A.W.E LLC First Amendment to Development Agreement

Introduction/History

This application by A.W.E. LLC is a request to amend the 2001 Development Agreement for the subject property.

The Ketchum Planning and Zoning Commission recommended approval of this Development Agreement Amendment, with Findings of Fact signed on June 9, 2014.

Current Report

See attached staff report.

Financial Requirement/Impact

None.

Recommendation

I respectfully recommend the City Council:

- (1) Approves the First Amendment to 460 East First Street Development Agreement; and
- (2) Authorizes the Mayor to sign said agreement, which officially executes the agreement.

Suggested Motion

"I move to approve the First Amendment to 460 East First Street Development Agreement application by A.W.E. LLC, and authorize the Mayor to sign the First Amendment to 460 East First Street Development Agreement with said owner."

Sincerely,

A handwritten signature in blue ink that reads "Rebecca F. Bundy". The signature is fluid and cursive, with the first name being the most prominent.

Rebecca F. Bundy
Senior Planner

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF JUNE 16, 2014**

PROJECT: A.W.E. LLC Development Agreement Amendment

FILE NUMBER: 14-037

APPLICANT: A.W.E. LLC

REQUEST: Amendment to existing Development Agreement to allow office use

LOCATION: Ketchum Townsite, Lot 8, Block 21 (460 First Street East)

REVIEWER: Rebecca F. Bundy, Senior Planner

ZONING: Tourist (T)

NOTICE: Property owners within 300 feet of the subject property were mailed notice on May 28, 2014. A public hearing notice was published in the Mountain Express on May 30, 2014.

NOTE: Staff comments are in lighter type.

ATTACHMENTS:

- A. First Amendment to 460 First Street Development Agreement
- B. Applicant Submittal
 - Application, dated March 25, 2014
 - Plan set
 - Applicant's project description and area calculations
- C. Planning and Zoning Commission Findings of Fact, signed June 9, 2014
- D. Development Agreement, dated December 17, 2014
- E. Zoning Map
- F. Site Photos
- G. Public Comment
 - Jim Ruscitto, adjacent neighbor, dated May 12, 2014
 - Greg Peterson, Managing Member of 120 South Leadville, LLC
 - Greg Peterson, CEO, Lallman, Felton, Peterson & Pierce, P.A., 120 South Leadville Avenue

BACKGROUND

1. The applicant recently purchased the subject property and is proposing a change of use in the existing building. The building formerly housed a business that taught art classes for children. The existing proposed uses are professional service office and short-term residential occupancy for out of town colleagues.

2. On December 17, 2001 a Development Agreement Rezone was signed by a former owner of the property, Jan Cox, and the Mayor of Ketchum (See Attachment D, Development Agreement) That agreement changed the zoning of the property from General Residential – Low Density (GR-L) to Tourist (T), subject to the terms of the Development Agreement.

3. The property is located across the First Street and the alley from the Community Core (CC) Zoning District and adjacent to the GR-L Zoning District to the east and the south. (See Attachment E, Zoning Map.)

4. Exhibit A of the Development Agreement lists the uses permitted per the terms of the agreement. Short-term residential occupancy is an allowed use. Office use is not listed as an allowed use.

5. The applicant is requesting that office be added to the list of uses allowed by the development agreement. Office is allowed as a conditional use in the Tourist Zoning District.

6. The proposed office use is 462 square feet in size and generates an on-site parking requirement of 1.5 spaces. The residential use generates a parking requirement of 1.5 spaces. The total on-site parking requirement is three (3) spaces.

7. Planning staff has met with representatives from Public Works, Fire, Building and Parks Departments. They have no issues with the proposed amendment. However, in order to improve vehicular safety on First Street and to satisfy the requirements of KMC, Section 12.04.030.L.9.f (See below.), City staff recommends that the parking should be accessed from the alley.

12.04.030.L.9.f Location: All private driveways shall be located where they do not create undue interference or hazard to free movement of normal roadway traffic or pedestrian traffic and provide necessary off street parking. All private driveways accessing onto collector or arterial roadways shall be designed with turnarounds to eliminate the necessity for backing onto the roadway.

8. On May 19, 2014, the City Council approved a Right-of-Way Encroachment Permit for the existing garage, lean-to shed and fence in the East Avenue right-of-way. At that time, the applicant agreed that he would not use the garage to satisfy his on-site parking requirements. Condition #5 below requires that the on-site parking for the property shall be accessed from the alley.

9. The Planning and Zoning Commission held a public hearing on this application on May 27, 2014 and recommended approval to the City Council, with Findings of Fact signed on June 9, 2014. See (Attachment C, Planning and Zoning Commission Findings of Fact, signed June 9, 2014.) The Commission will conduct a final review of the parking (from the alley), landscaping and the work for repair and enhancement of the existing garage.

EVALUATION STANDARDS

17.154.010

A. Implement the goals and policies of the Ketchum Comprehensive Plan, specifically, but not inclusively, the provision of affordable housing, passive and active open space, transportation improvements, public infrastructure improvements and sensitive areas (riparian, avalanche, steep slopes and floodplain) protection;

Staff Analysis: The proposed professional office use will help to accomplish Goals E-1 and E-2 in the Ketchum Comprehensive Plan by providing a low-impact business that contributes to the local economy. In addition, the use of the building for short-term occupancy for visiting colleagues complies with Policy h-1.4 by integrating housing in business and mixed-use areas. The proposal does not impact transportation, public infrastructure or sensitive areas. In order to ensure the limited impact of the proposed office use, staff suggests a condition of approval that the amended development agreement should allow outright office use, limited to 25% of the gross floor area of the building, and conditionally allow a larger office use.

Recommendation: This standard has been met with the condition that the amended development agreement shall allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building.

B. Preserve and protect the character of Ketchum;

Staff Analysis: The proposed change of use will not change the character of the existing property, except that the physical improvements to the property, already allowed through the building permit process will substantially improve the appearance of the site and the existing building.

Recommendation: This standard has been met.

C. Assure the safety, health, and general welfare of present and future inhabitants of the City of Ketchum;

Staff Analysis: The proposed low-impact office use will have no effect on the safety, health and general welfare of present and future inhabitants of the City.

Recommendation: This standard has been met.

D. Protect and enhance the natural, cultural, and historic resources of the City from adverse impacts and to integrate new development harmoniously into the City's natural and built environment;

Staff Analysis: The proposed use will reside in an existing recently renovated building and, therefore, protects and enhances the cultural and historic resources of the City. The low-impact office use will not have adverse effect on the City.

Recommendation: This standard has been met.

E. Promote the development of an economically sound and stable community;

Staff Analysis: The proposed professional office use with attached employee housing will provide economic benefit to the City.

Recommendation: This standard has been met.

F. Accommodate other necessary or innovative types of development while balancing and respecting private property rights;

Staff Analysis: The proposed use will not have impact on private property rights.

Recommendation: This standard has been met.

G. Encourage and promote affordable housing;

Staff Analysis: The proposed short-term residential use for visiting colleagues will provide housing for working professionals associated with the business.

Recommendation: This standard has been met.

H. Provide the integration of specific land uses in neighborhoods that are determined compatible, but prohibited by current zoning; and,

Staff Analysis: The proposed professional office use is allowed in the adjacent Community Core Zoning District and allowed as a conditional use in the Tourist Zoning District, but it is not an allowed use per the existing Development Agreement. In the adjacent GR-L district, home occupations, up to twenty-five percent (25%) of the area of the dwelling unit, are allowed as an accessory use. In order to minimize the impact of the proposed professional office use on the neighboring lower density GR-L district, staff suggests a condition of approval that the amended development agreement should allow outright office use, limited to 25% of the gross floor area of the building, and conditionally allow a larger office use.

Recommendation: This standard has been met with the condition that the amended development agreement shall allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building.

I. Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

Staff Analysis: On May 19, 2014 the applicant received City Council approval for a right-of-way encroachment permit to allow the existing garage, shed and fence to remain in the East Avenue right-of-way. However, since the garage exits directly into the busy intersection of First Street and East Avenue, creating a traffic hazard and violating KMC, Section 12.04.030.L.9.f Location (See Page 2.), staff suggests a condition of approval that the development agreement shall be amended to say that the garage shall not be used for parking and that parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street.

Recommendation: This standard has been met with the condition that the development agreement shall be amended to say that the garage shall not be used for parking and that parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street.

17.154.050(B) COMPREHENSIVE PLAN COMPLIANCE:

The proposal is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning code and other applicable ordinances of the City, and not in conflict with the public interest.

1. There will be no significant adverse effect(s) resulting from the proposed zone change and uses(s) authorized upon the public health, safety and general welfare of the neighborhood or the community as a whole.

Staff Analysis: The proposed professional office use will help to accomplish Goals E-1 and E-2 in the Ketchum Comprehensive Plan by providing a low-impact business that contributes to the local economy. In addition, the use of the building for short-term occupancy for visiting colleagues complies with Policy h-1.4 by integrating housing in business and mixed-use areas. There will be no significant adverse impact upon the public health, safety and general welfare of the neighborhood or the community as a whole.

Recommendation: This standard has been met.

2. Includes community or employee housing, as defined in Section 16.08.030, for rezones requesting a higher density zone. Payment in-lieu may be accepted for fractions of units as determined by the Council.

Staff Analysis: The existing Development Agreement requires that housing for thirty percent (30%) of the full time employees shall be provided on site or an in-lieu fee paid. While the two local full time employees of the business own their own homes and will not live at the subject property, staff feels that this requirement has been met in that the applicant's proposal provides employee housing for visiting colleagues. Staff does not recommend changing the language in the Development Agreement, since this is a code requirement for a rezone to a higher density.

Recommendation: This standard has been met because the property is linked to the development agreement which requires housing.

17.154.050(C) CITY CODES:

1. Pursuant to Section 17.96.030, all of the design review standards in Chapter 17.96 shall be carefully analyzed and considered for all proposals. This includes detailed analysis of building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

Staff Analysis: This remodel project has received an Administrative Design Review Exemption (#14-014) for minor exterior changes to the building and a Building Permit (#14-004) for the remodel construction.

Recommendation: This standard has been met.

2. A project encompassing three (3) or more acres or otherwise meeting the requirements under Section 16.08.080(1) is required to submit a Planned Unit Development Conditional Use Permit pursuant to Chapter 16.08.

Staff Analysis: The proposed project is located on a 5,500 square foot lot.

Recommendation: This standard does not apply.

3. The project shall be in conformance with Title 17, Zoning Code; Title 16, Subdivisions; Title 12, Street Standards and all other applicable City ordinances and regulations. The applicant shall submit sufficient information to identify which zoning, subdivision and street standards will apply and to demonstrate that none of the proposed activities or improvements will violate any such standards.

Staff Analysis: The applicant has been put on notice that, due to the project's construction value in excess of \$20,000, construction of sidewalk in the public right-of-way shall be required. The applicant has received City Council approval for a right-of-way encroachment permit to allow the existing garage, shed and fence to remain in the East Avenue right-of-way. This precludes completion of the sidewalk on East Avenue at this time. Therefore, the Commission approved a condition of approval that sidewalk improvements shall be required in the First Street right-of-way. The Planning and Zoning Commission did not require the applicant to pay a fee in lieu to the City for the unbuilt sidewalk on East Avenue. The project is in conformance with all other applicable City ordinances and regulations.

Recommendation: Sidewalk improvements shall be required in the First Street right-of-way and parking shall be required off of the alley. Prior to final building inspection, the applicant shall submit civil engineered drawings, from an engineer licensed in the State of Idaho, for sidewalk, curb and gutter, and parking area improvements, including grading and drainage. The applicant shall also submit a landscape plan, showing all proposed landscaping improvements on the site. These shall be subject to review and approval by the Planning and Zoning Commission.

PROPOSED CONDITIONS

1. This Development Agreement Amendment approval is based on the information presented and approved at the meeting on the date noted herein;
2. The development agreement shall be amended to allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building;
3. The development agreement shall be amended to stipulate that the garage shall not be used for parking and that parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street;
4. Sidewalk improvements shall be required in the First Street right-of-way and parking shall be required off of the alley. Prior to final building inspection, the applicant shall submit civil engineered drawings, from an engineer licensed in the State of Idaho, for sidewalk, curb and gutter, and parking area improvements, including grading and drainage. The applicant shall also submit a landscape plan, showing all proposed landscaping improvements on the site. These shall be subject to review and approval by the Planning and Zoning Commission; and

5. Should the sidewalk and related public infrastructure not be completed by November 1, 2014, the owners shall post a security with the city in the amount of 150% of the improvements to ensure completion.

Attachment A:
First Amendment to 460 First Street Development Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Planning and Building Department
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

(Space Above Line For Recorder's Use)

**FIRST AMENDMENT TO 460 EAST FIRST STREET DEVELOPMENT
AGREEMENT**

(Lot 8, Block 21, Ketchum Townsite – 460 East First Street)

This First Amendment to 460 East First Street Development Agreement (this “Agreement”) is entered into effective this _____ day of June, 2014 by and among the City of Ketchum (“City”) and A.W.E. LLC (“Owner”).

1. Recitals. This Amendment is made in contemplation of the following facts and purposes:
 - 1.1 Owner is the current owner of record of that certain real estate more particularly described as Lot 8, Block 21, according to the official plat of the Ketchum Townsite, records of the County Recorder, Blaine County, State of Idaho (the “Property”).
 - 1.2 Ketchum and a previous Owner are parties to a Development Agreement (“Agreement”), dated December 17, 2001 in the records of Blaine County, Idaho as Instrument No. 461471, under and by virtue of which the Parties established certain rights and obligations with regard to the development of the real property commonly known as the 460 East First Street, Ketchum.
 - 1.3 The parties desire to amend and supplement the Agreement as hereinafter provided.
2. Amendments. In view of the foregoing, the Parties agree to amend and supplement the Agreement, as follows:
 - 2.1 Section 5 (Conditions) is amended with the addition of the following language:

The following condition shall apply: The garage shall not be used for parking and on-site parking shall be accessed from the alley to improve circulation and reduce traffic congestion on First Street.

2.2 Exhibit "A" (PERMITTED USES) is amended with the addition of the following language:

14. Office, limited to maximum of twenty-five percent (25%) of the gross floor area of the building.

2.3 Exhibit "A" (CONDITIONAL USES) is amended with the addition of the following language:

5. Office, exceeding twenty-five percent (25%) of the gross floor area of the building.

3. Construction. This First Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this First Amendment and the Agreement, the terms of this First Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this First Amendment, unless otherwise defined herein.

4. Ratification. The Agreement, as amended and supplemented by this First Amendment, is hereby ratified and affirmed.

This First Amendment is executed by the Parties as of the date first above written.

A.W.E. LLC
A Limited Liability Company

By: CITY OF KETCHUM
City of Ketchum, Idaho,
a Municipal Corporation

By: _____

By: _____
Nina Jonas, Mayor

Attachment B:
Applicant Submittal

- Application, dated March 25, 2014
- Plan set
- Applicant's project description and area calculations

**APPLICATION FOR AMENDMENT TO
ZONING CODE TITLE 17 OR SUBDIVISION CODE TITLE 16**

Applicant: A.W.E. LLC Phone Number: 208-928-6557

Mailing Address: PO Box 4356 Ketchum ID 83340

Representative: Matthew McNeal Phone Number: 208-720-3783

Mailing Address: Same

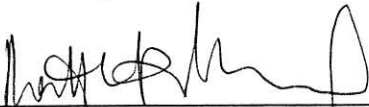
Section of Code to be amended: _____

Please describe the proposed change, or provide proposed amended language (attach separate sheet if necessary).

Proposing to amend the Development Agreement governing the
zoning of the property. We would like to add
"Professional Office" to the list of permitted uses.
We would also like to remove the section regarding
Affordable Housing. Please see attached amendment

OTHER INFORMATION may be reasonably required by the Administrator in order to process this application.

I hereby acknowledge I have filled in this application accurately and provided the required information to the best of my knowledge.



Signature of Owner or Authorized Representative

Date March 25, 2014

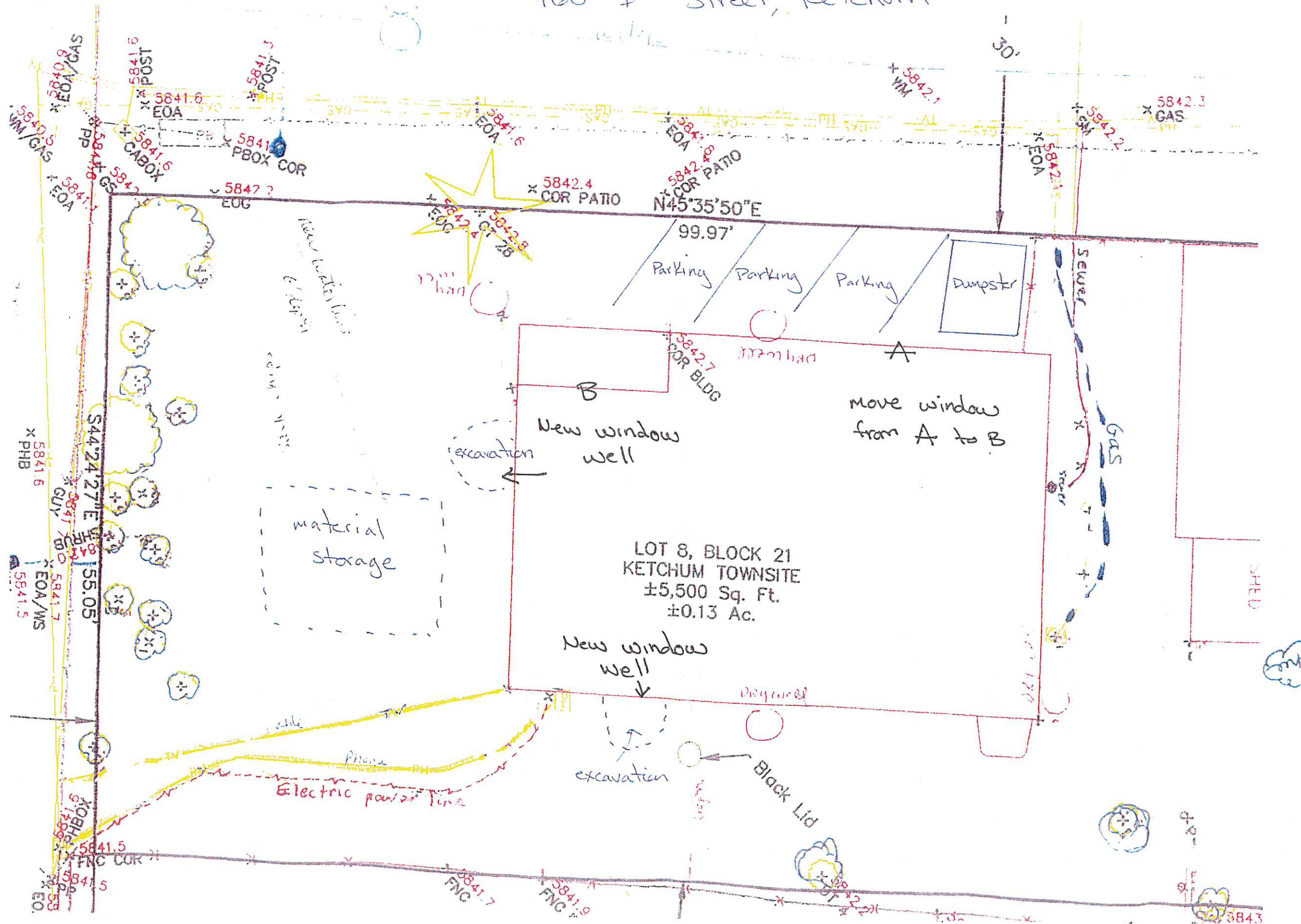
Development Agreement Amendment

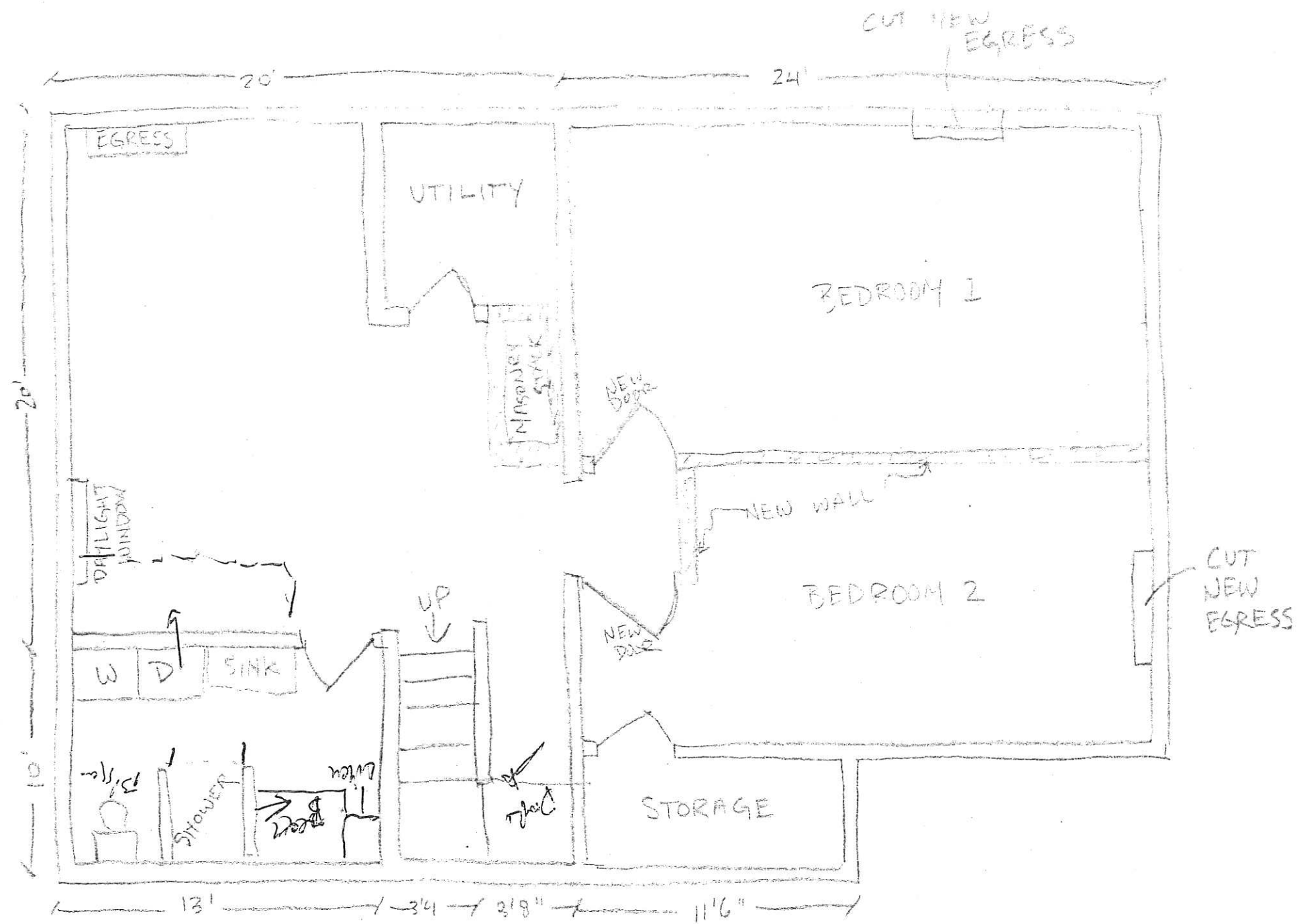
This amendment is intended to alter the original Development Agreement governing Lot 8, Block 21, Ketchum Townsite – 460 First Street. The original agreement is recorded in Blaine County, ID as Instrument # 461471.

1. Add to "Exhibit A" Permitted Uses list: Professional Office
2. Remove from the agreement Section 4. Affordable Housing Units.

Construction Activity Plan

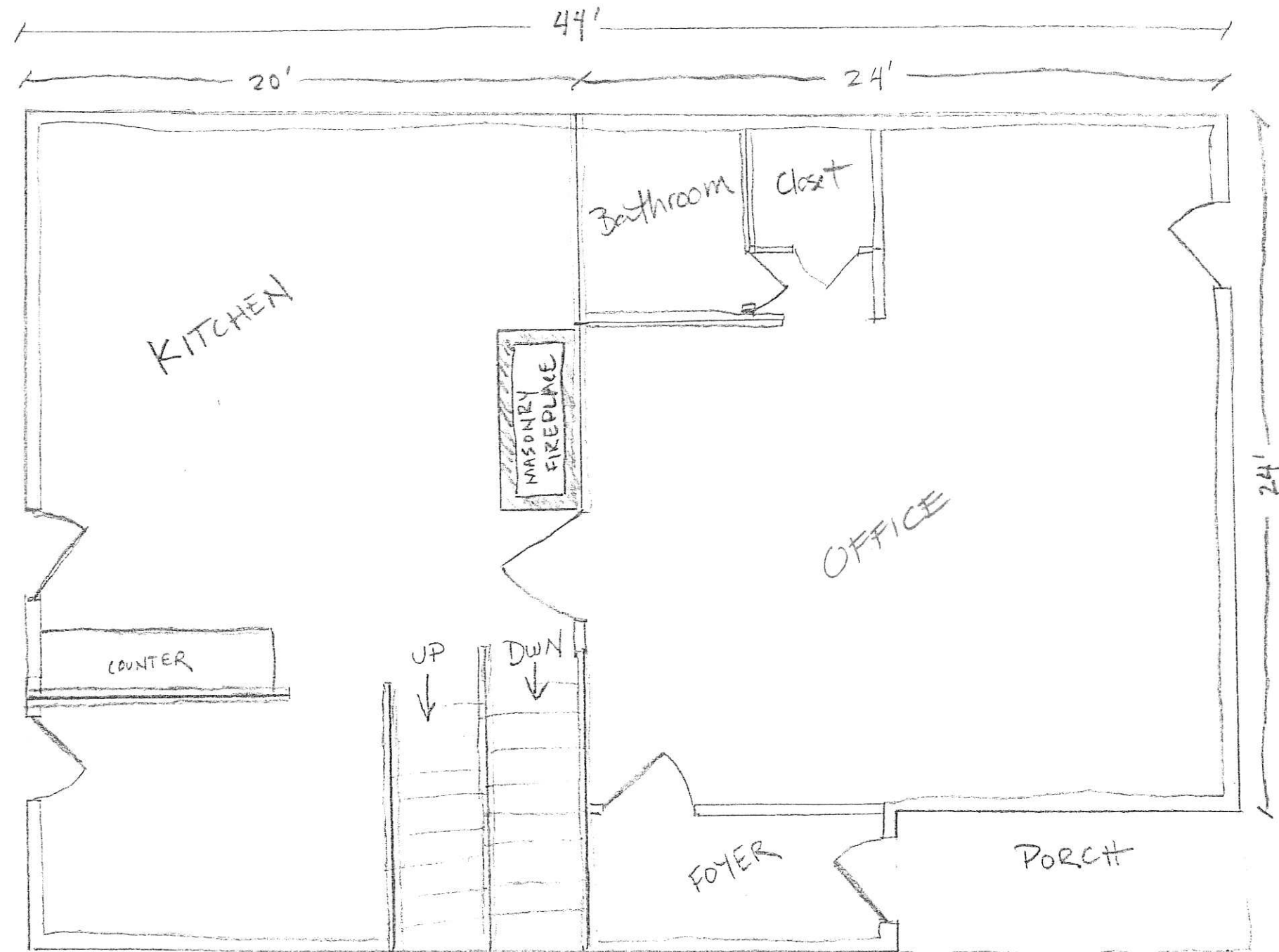
American Capital Advisory
460 1st Street, Ketchum





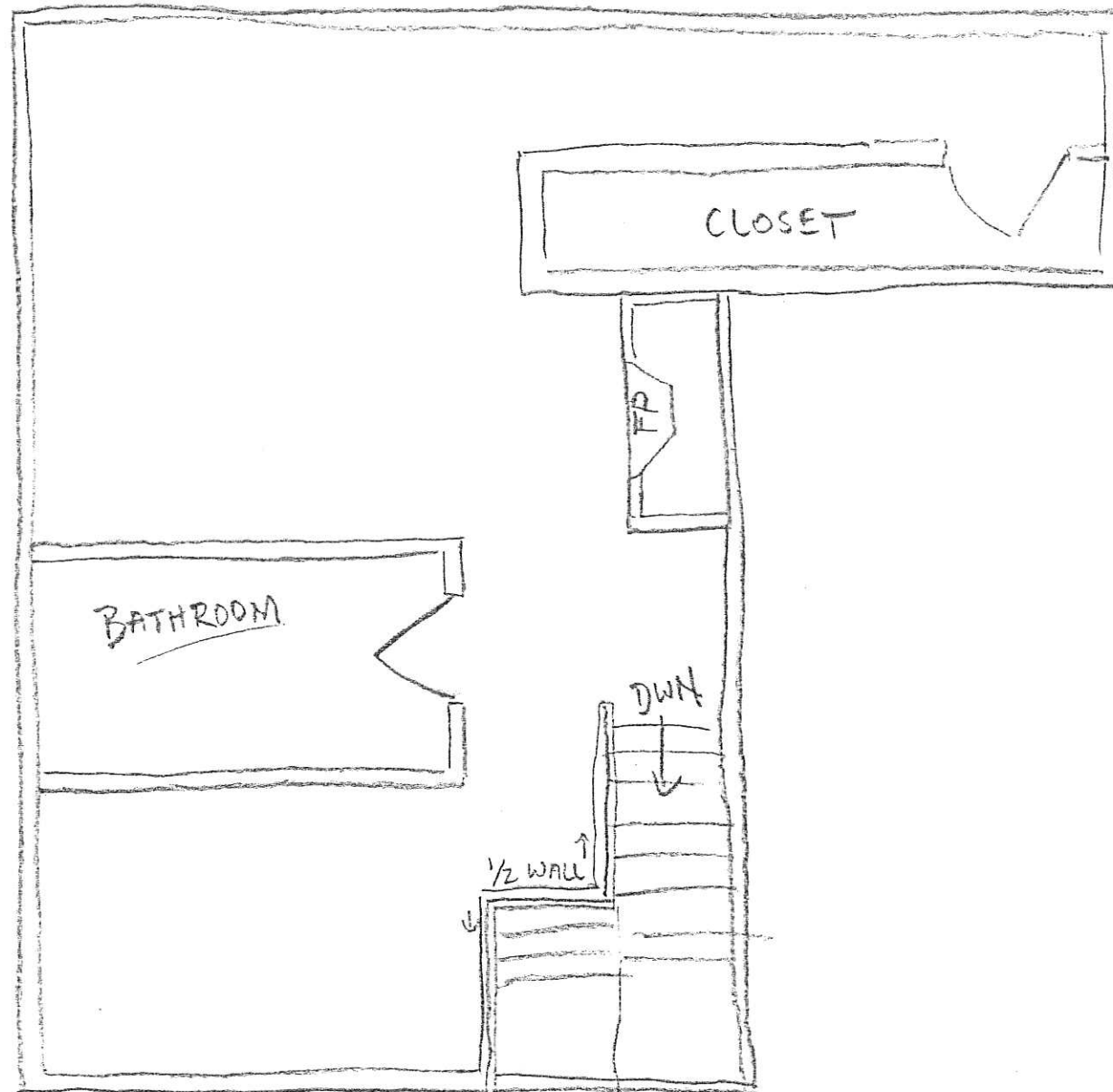
BASEMENT





1ST FLOOR





2ND FLOOR



460 1st Street Parking Plan

The building at 460 1st street is planned as mixed use with short term housing on one side and a financial services office on the other. The financial services office will have 2 full time employees working normal business hours. The short term residence will typically house a visiting employee from the east coast office of the financial services firm, friends, clients or family members of the 2 Ketchum employees. In the past, these visitors typically have not used a car, or they borrow a car from the Ketchum employees.

Current on-site parking is a gravel parking area on the 1st Street side of the building. It measure approximately 30' long from the fence on the east by the garage to the office entry steps, and 20' deep from the building to the edge of the pavement. It is surfaced in crushed gravel. This space is sufficient to park 3 cars at a 90 angle. There is also an existing garage on the site. The interior dimensions of the garage are approximately 18' x 24' – it would be possible to park 2 cars in the garage. On the attached site plan sketch, the parking spaces are numbered 1-5. The overall lot is a rectangle approximately 100' by 55'.

Interior Square footage breakdown estimates:

Main Floor: 1,118 total

Entry Foyer: 52
Office: 462
Kitchenette: 47
Bath: 47
Living Room: 365
Kitchen: 145

Second Floor: 549 total

Sitting Room: 113
Master Bath: 68
Master Bed: 268
Closet/Hall: 100

Basement: 1,118 total

Common/Utility: 410
Bath: 94.5
Bed 1: 259
Bed 2: 228
Hall/Closets: 127

Total Building Square Foot estimate: 2,785

Attachment C:
Planning and Zoning Commission Findings of Fact, signed June 9, 2014

IN RE:)	
)	
A.W.E. LLC Development)	KETCHUM PLANNING AND ZONING
Agreement Amendment)	COMMISSION - FINDINGS OF FACT,
)	CONCLUSIONS OF LAW AND DECISION
)	
File Number: 14-037)	

BACKGROUND FACTS

APPLICANT: A.W.E. LLC

REQUEST: Amendment to existing Development Agreement to allow office use and remove community housing requirement

LOCATION: Ketchum Townsite, Lot 8, Block 21 (460 First Street East)

REVIEWER: Rebecca F. Bundy, Senior Planner

ZONING: Tourist (T)

NOTICE: Property owners within 300 feet of the subject property were mailed notice on May 9, 2014. A public hearing notice was published in the Mountain Express on May 7, 2014. A public hearing notice was posted on the site on May 20, 2014.

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 applicant recently purchased the subject property and is proposing a change of use in the existing building. The building formerly housed a business that taught art classes for children. The existing proposed uses are professional service office and short-term residential occupancy for out of town colleagues.
2. On December 17, 2001 a Development Agreement Rezone was signed by a former owner of the property, Jan Cox, and the Mayor of Ketchum. That agreement changed the zoning of the property from General Residential – Low Density (GR-L) to Tourist (T), subject to the terms of the Development Agreement.
3. The property is located across First Street and the alley from the Community Core (CC) Zoning District and adjacent to the GR-L Zoning District to the east and the south.

4. Exhibit A of the Development Agreement lists the uses permitted per the terms of the agreement. Short-term residential occupancy is an allowed use. Office use is not listed as an allowed use.

5. The applicant is requesting that office be added to the list of uses allowed by the development agreement. Office is allowed as a conditional use in the Tourist Zoning District.

6. In addition, the applicant is requesting that Item 4 of the Development Agreement, requiring affordable housing units, be eliminated from the agreement. The Development Agreement references Resolution No. 793 requiring affordable housing as part of a Development Agreement Rezone, and that requirement has been made part of the Ketchum Municipal Code (KMC), Section 17.154.020(B)2. (See below.)

7. The proposed office use is 462 square feet in size and generates an on-site parking requirement of 1.5 spaces. The residential use generates a parking requirement of 1.5 spaces. The total on-site parking requirement is three (3) spaces.

8. Planning staff has met with representatives from Public Works, Fire, Building and Parks Departments. They have no issues with the proposed amendment. However, in order to improve vehicular safety on First Street and to satisfy the requirements of KMC, Section 12.04.030.L.9.f (See below.), City staff recommends that the parking should be accessed from the alley.

12.04.030.L.9.f Location: All private driveways shall be located where they do not create undue interference or hazard to free movement of normal roadway traffic or pedestrian traffic and provide necessary off street parking. All private driveways accessing onto collector or arterial roadways shall be designed with turnarounds to eliminate the necessity for backing onto the roadway.

9. At the May 27, 2014 meeting, the applicants requested that the Commission approve an on-site parking requirement reduction, due to the staggered parking times of the office and residential uses. The Commission wished for more information on parking location and landscaping prior to making a decision. They modified Condition #5 to say: Prior to final building inspection, the applicant shall submit civil engineered drawings, from an engineer licensed in the State of Idaho, for sidewalk, curb and gutter, and parking area improvements, including grading and drainage. The applicant shall also submit a landscape plan, showing all proposed landscaping improvements on the site. These shall be subject to review and approval by the Commission.

10. Attachments to the May 27, 2014 staff report:

A. Applicant Submittal

- Application, dated March 25, 2014
- Plan set
- Applicant's project description and area calculations

- B. Development Agreement, dated December 17, 2014
- C. Zoning Map
- D. Site Photos
- E. Public Comment
 - Jim Ruscitto, dated May 12, 2014

EVALUATION STANDARDS

17.154.010

A. Implement the goals and policies of the Ketchum Comprehensive Plan, specifically, but not inclusively, the provision of affordable housing, passive and active open space, transportation improvements, public infrastructure improvements and sensitive areas (riparian, avalanche, steep slopes and floodplain) protection;

Finding: The proposed professional office use will help to accomplish Goals E-1 and E-2 in the Ketchum Comprehensive Plan by providing a low-impact business that contributes to the local economy. In addition, the use of the building for short-term occupancy for visiting colleagues complies with Policy h-1.4 by integrating housing in business and mixed-use areas. The proposal does not impact transportation, public infrastructure or sensitive areas. In order to ensure the limited impact of the proposed office use, the Commission approved a condition of approval that the amended development agreement should allow outright office use, limited to 25% of the gross floor area of the building, and conditionally allow a larger office use.

Conclusion: This standard has been met with the condition that the amended development agreement shall allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building.

B. Preserve and protect the character of Ketchum;

Finding: The proposed change of use will not change the character of the existing property, except that the physical improvements to the property, already allowed through the building permit process will substantially improve the appearance of the site and the existing building.

Conclusion: This standard has been met.

C. Assure the safety, health, and general welfare of present and future inhabitants of the City of Ketchum;

Finding: The proposed low-impact office use will have no effect on the safety, health and general welfare of present and future inhabitants of the City.

Conclusion: This standard has been met.

D. Protect and enhance the natural, cultural, and historic resources of the City from adverse impacts and to integrate new development harmoniously into the City's natural and built environment;

Finding: The proposed use will reside in an existing recently renovated building and, therefore, protects and enhances the cultural and historic resources of the City. The low-impact office use will not have adverse effect on the City.

Conclusion: This standard has been met.

E. Promote the development of an economically sound and stable community;

Finding: The proposed professional office use with attached employee housing will provide economic benefit to the City.

Conclusion: This standard has been met.

F. Accommodate other necessary or innovative types of development while balancing and respecting private property rights;

Finding: The proposed use will not have impact on private property rights.

Conclusion: This standard has been met.

G. Encourage and promote affordable housing;

Finding: The proposed short-term residential use for visiting colleagues will provide housing for working professionals associated with the business.

Conclusion: This standard has been met.

H. Provide the integration of specific land uses in neighborhoods that are determined compatible, but prohibited by current zoning; and,

Finding: The proposed professional office use is allowed in the adjacent Community Core Zoning District and allowed as a conditional use in the Tourist Zoning District, but it is not an allowed use per the existing Development Agreement. In the adjacent GR-L district, home occupations, up to twenty-five percent (25%) of the area of the dwelling unit, are allowed as an accessory use. In order to minimize the impact of the proposed professional office use on the neighboring lower density GR-L district, the Commission approved a condition of approval that the amended development agreement should allow outright office use, limited to 25% of the gross floor area of the building, and conditionally allow a larger office use.

Conclusion: This standard has been met with the condition that the amended development agreement shall allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building.

I. Improve circulation and reduce traffic congestion and hazards on existing and proposed roadways.

Finding: On May 19, 2014 the applicant received City Council approval for a right-of-way encroachment permit to allow the existing garage, shed and fence to remain in the East Avenue right-of-way. However, since the garage exits directly into the busy intersection of First Street and East Avenue, creating a traffic hazard and violating KMC, Section 12.04.030.L.9.f Location (See Page 2.), the Commission approved a condition of approval that the development agreement shall be amended to say that the garage shall not be used for parking and that

parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street.

Conclusion: This standard has been met with the condition that the development agreement shall be amended to say that the garage shall not be used for parking and that parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street.

17.154.050(B) COMPREHENSIVE PLAN COMPLIANCE:

The proposal is in conformance with and promotes the purposes and goals of the comprehensive plan, zoning code and other applicable ordinances of the City, and not in conflict with the public interest.

1. There will be no significant adverse effect(s) resulting from the proposed zone change and uses(s) authorized upon the public health, safety and general welfare of the neighborhood or the community as a whole.

Finding: The proposed professional office use will help to accomplish Goals E-1 and E-2 in the Ketchum Comprehensive Plan by providing a low-impact business that contributes to the local economy. In addition, the use of the building for short-term occupancy for visiting colleagues complies with Policy h-1.4 by integrating housing in business and mixed-use areas. There will be no significant adverse impact upon the public health, safety and general welfare of the neighborhood or the community as a whole.

Conclusion: This standard has been met.

2. Includes community or employee housing, as defined in Section 16.08.030, for rezones requesting a higher density zone. Payment in-lieu may be accepted for fractions of units as determined by the Council.

Finding: The existing Development Agreement requires that housing for thirty percent (30%) of the full time employees shall be provided on site or an in-lieu fee paid. While the two local full time employees of the business own their own homes and will not live at the subject property, the Commission found that this requirement has been met in that the applicant's proposal provides employee housing for visiting colleagues. To ensure that employee housing continues to be provided in the future, the Commission approved adding a condition of approval that rooms shall always be available, for the purposes of short or long term lodging, to thirty percent (30%) of the employees of this or any future project. The Commission did not recommend changing the language in the Development Agreement, since this is a code requirement for a rezone to a higher density.

Conclusion: This standard has been met with the condition that the development agreement shall be amended to say that the rooms shall always be available, for the purposes of short or long term lodging, to thirty percent (30%) of the employees of this or any future project.

17.154.050(C) CITY CODES:

1. Pursuant to Section 17.96.030, all of the design review standards in Chapter 17.96 shall be carefully analyzed and considered for all proposals. This includes detailed analysis of

building bulk, undulation and other design elements. The site plan should be sensitive to the architecture and scale of the surrounding neighborhood.

Finding: This remodel project has received an Administrative Design Review Exemption (#14-014) for minor exterior changes to the building and a Building Permit (#14-004) for the remodel construction.

Conclusion: This standard has been met.

2. A project encompassing three (3) or more acres or otherwise meeting the requirements under Section 16.08.080(1) is required to submit a Planned Unit Development Conditional Use Permit pursuant to Chapter 16.08.

Finding: The proposed project is located on a 5,500 square foot lot.

Conclusion: This standard does not apply.

3. The project shall be in conformance with Title 17, Zoning Code; Title 16, Subdivisions; Title 12, Street Standards and all other applicable City ordinances and regulations. The applicant shall submit sufficient information to identify which zoning, subdivision and street standards will apply and to demonstrate that none of the proposed activities or improvements will violate any such standards.

Finding: The applicant has been put on notice that, due to the project's construction value in excess of \$20,000, construction of sidewalk in the public right-of-way shall be required. The applicant has received City Council approval for a right-of-way encroachment permit to allow the existing garage, shed and fence to remain in the East Avenue right-of-way. This precludes completion of the sidewalk on East Avenue at this time. Therefore, the Commission approved a condition of approval that sidewalk improvements shall be required in the First Street right-of-way. The Commission did not require the applicant to pay a fee in lieu to the City for the unbuilt sidewalk on East Avenue. The project is in conformance with all other applicable City ordinances and regulations.

Conclusion: Sidewalk improvements shall be required in the First Street right-of-way and parking shall be required off of the alley. Prior to final building inspection, the applicant shall submit civil engineered drawings, from an engineer licensed in the State of Idaho, for sidewalk, curb and gutter, and parking area improvements, including grading and drainage. The applicant shall also submit a landscape plan, showing all proposed landscaping improvements on the site. These shall be subject to review and approval by the Commission.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.

2. Under Chapter 65, Title 67 of the Idaho Code, the City has passed a land use and zoning ordinance, Title 17.

3. The City of Ketchum Planning and Building Department provided adequate notice of the time, place and summary of the applicant's proposal to be heard by the Commission for review of this application.

4. This project, A.W.E. LLC Development Agreement Amendment, **does** meet the standards for approval under Chapter 17.154 of Ketchum Zoning Code Title 17 only if the following conditions of approval are met.

DECISION

THEREFORE, the Ketchum Planning Commission recommends **approval** of this development agreement amendment application to the City Council this 27th day of May, 2014, subject to the following conditions:

1. This Development Agreement Amendment approval is based on the information presented and approved at the meeting on the date noted herein;
2. The amended development agreement shall allow office use, up to twenty-five percent (25%) of the gross floor area of the building, and shall allow as a conditional use office space exceeding twenty-five percent (25%) of the gross floor area of the building;
3. The development agreement shall be amended to say that the garage shall not be used for parking and that parking shall be accessed off the alley to improve circulation and reduce traffic congestion on First Street;
4. The development agreement shall be amended to say that the rooms shall always be available, for the purposes of short or long term lodging, to thirty percent (30%) of the employees of this or any future project;
5. Sidewalk improvements shall be required in the First Street right-of-way and parking shall be required off of the alley. Prior to final building inspection, the applicant shall submit civil engineered drawings, from an engineer licensed in the State of Idaho, for sidewalk, curb and gutter, and parking area improvements, including grading and drainage. The applicant shall also submit a landscape plan, showing all proposed landscaping improvements on the site. These shall be subject to review and approval by the Commission; and
6. Prior to final building inspection, the applicant shall submit a narrative describing the proposed scope of work for repair and enhancement of the existing garage.

Findings of Fact **adopted** this 9th day of June, 2014.



A handwritten signature in black ink, appearing to read "WB", positioned above a horizontal line.

Deborah Burns, CoChair
Or
Rich Fabiano, Co-Chair
Planning and Zoning Commission

STATE OF IDAHO)
) ss.
County of Blaine)

On this 9th day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Deborah Burns, 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.

A handwritten signature in blue ink, reading "Rachel Martin", positioned above a horizontal line.

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

Attachment D:
Development Agreement, dated December 17, 2014

Instrument # 461471

HAILEY, BLAINE, IDAHO

2002-02-13 12:15:26 No. of Pages: 8

Recorded for : NED WILLIAMSON

MARSHA RIEMANN Fee: 24.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT&CORRECTION

DEVELOPMENT AGREEMENT

(Lot 8, Block 21, Ketchum Townsite - 460 First Street)

This Development Agreement (this "Agreement") is entered into effective this 17th day of December, 2001 by and among the City of Ketchum ("City") and Jan M. Cox ("Owner").

RECITALS

A. Owner is the owner of record of that certain real estate more particularly described as Lot 8, Block 21, according to the official plat of the Ketchum Townsite, records of the County Recorder, Blaine County, State of Idaho (the "Property").

B. Owner has applied to City for an amendment to the official zoning map to rezone the Property from the General Residential - Low Density (GR-L) zoning district to the Tourist (T) zoning district, with certain restrictions on the uses allowed.

C. Owner proposes that the Property be developed pursuant to and in accordance with City's Comprehensive Plan and Ketchum City Code, and in accordance with the terms and conditions of this Agreement and any amendments hereto.

D. The requested zoning satisfies the requirements set forth in the Ketchum City Code for rezone findings, conclusions and approval, and the use of a development agreement will assure compliance with the conditions of approval.

E. Pursuant to § 17.154 Ketchum City Code, and § 67-6511A, Idaho Code, the City has the authority to conditionally zone the Property and to enter into this Agreement.

F. The City's Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the rezoning of the Property and this Agreement.

G. All public hearings pursuant to notice as required by law or other action required to be held or taken prior to the adoption and execution of this Agreement have been held and/or taken.

H. It is the intent and desire of the parties hereto that development and uses of the Property proceed as provided herein, subject to the terms and conditions of this Agreement.

I. The parties do enter into this Agreement with mutual consideration as reflected in the covenants, duties and obligations herein set forth.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Zoning. The zoning classification for the Property shall be rezoned from a General Residential - Low Density (GR-L) zoning district, as defined by §17.28 of the Ketchum City Code, to a Tourist (T) zoning district, as defined by §17.52 of the Ketchum City Code, subject to the restrictions contained in paragraph 2 of this Agreement.

2. Use Permitted by this Agreement. The uses allowed pursuant to this conditional zoning as reflected in this Agreement are some of those uses allowed in the Tourist (T) zoning district, and more particularly described in attached Exhibit "A." Owner agrees that this Agreement specifically allows only the uses described in attached Exhibit "A" as specifically limited herein. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Ketchum City Code. In the event Owner changes or expands the uses permitted by this Agreement without formal modification of the Plan and this Agreement, as allowed by the Ketchum City Code and this Agreement, Owner shall be in default of this Agreement.

3. Development in Conditional Zone. The Property shall be developed as required and approved by the Ketchum Planning and Zoning Commission under Design Review regulations in effect at the time of application for Design Review. Development of any portion of the Property substantially inconsistent with this Agreement, without administrative or formal modification of the approved Design Review consistent with Ketchum City Code and/or without amendment of this Agreement, shall constitute a breach of this Agreement by Owner and may result in a termination of this Agreement in connection with that specific portion of the Property.

4. Affordable Housing Units. The Property shall provide 30% of the total full time employees with on-site housing, as set forth in Ketchum Resolution No. 793, or in such percentage as set forth in a subsequent amendment thereto, or the Owner or her heirs, successors or assigns shall pay an in lieu fee based on the schedule duly adopted by the City in Ketchum Resolution No. 793, or such fee as set forth in a subsequent amendment thereto. In the event the Property provides part but not all of the on-site housing required by this paragraph 4 of this Agreement, Owner or her heirs, successors or assigns shall pay a pro rata reduced in lieu fee. Payment of all or part of an in lieu fee shall occur at the time of a change of any use permitted under paragraph 2 of this Agreement, or upon the issuance of a certificate of occupancy required for any improvement needed for a change of any use permitted under paragraph 2 of this Agreement, whichever occurs earliest.

5. Conditions. Owner and City are mutually bound by, and shall comply with all of the conditions contained in the final decision and findings of fact of the City and this Agreement

6. Remedies. In the event Owner, her heirs, successors and assigns, subsequent owners of the Property or any other person acquiring an interest in the Property, fails to faithfully comply with all of the terms and conditions included in this Agreement in connection with a portion of the Property, this Agreement may be enforced or terminated in accordance with this paragraph 6 of this Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by either City or Owner, or by any successor or successors in title or interest or by the assigns of the parties hereto. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligation contained herein, and may include an action for specific performance, breach of contract, reformation and/or rescission.

7. Right to Cure. In the event of a material breach of this Agreement, the parties agree that City and Owner, shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party seeking any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

8. Force Majeure. In the event the performance of any covenant to be performed hereunder by either Owner or City is delayed for causes which are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes, war or similar causes, the time for such performance shall be extended by the amount of time of such delay.

9. Consent to Rezone. In the event this Agreement is terminated or rescinded as a result of a default in connection with a specific portion of the Property, the zoning of that portion of the Property shall revert to the General Residential - Low Density (GR-L) zoning district. In the event there shall be a default in the terms and conditions of this Agreement in connection with a specific portion of the Property, after compliance with the requirements of Ketchum City Code and after notice and an opportunity to cure is provided under paragraph 7 of this Agreement, and in the event there is a termination or rescission of this Agreement, Owner and her heirs, successors, assigns and personal representatives, does hereby agree and consent that this Agreement shall serve as consent to a rezone of the Property to the General Residential - Low Density (GR-L) zoning district, as provided in § 67-6511A, Idaho Code. Following termination or rescission of this Agreement, all uses of the Property which are inconsistent with the General Residential - Low Density (GR-L) zoning district shall cease. In the event the zoning of the Property revert to a General Residential - Low Density (GR-L) zoning district, nothing herein shall prevent Owner from applying for any nature of a use permit consistent with the

General Residential - Low Density (GR-L) zoning district for that portion of the Property, or from applying for a rezoning of the Property.

10. Miscellaneous.

A. Waiver. A waiver by City of any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions.

B. Notices. Any and all notices, demands requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City: City of Ketchum
c/o Administrator, Planning & Zoning Department
P.O. Box 2315
Ketchum, Idaho 83340
(208) 726-7801
(208) 726-7812(fax)

To Owner: Jan M. Cox
P.O. Box 1461
Ketchum, Idaho 83340
(208) 726-5032
(208) 726-5032 (fax)

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

C. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

D. Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

E. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the Property, each subsequent owner and each other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed.

F. Effective Date of Agreement. This Agreement shall be effective on the date the Ketchum City Council shall adopt the amendment to the Ketchum City Zoning Ordinance.

G. Requirement for Recordation. Owner shall record this document, including all of the Exhibits, and submit proof of such recording to City, prior to the third reading of the zoning ordinance and formal adoption of the Rezone by the City Council. Failure to comply with this section shall be deemed a default of this Agreement by Owner. If for any reason after such recordation City's Council fails to adopt the Ordinance authorizing the Rezone, City shall execute and record an appropriate instrument of release of this Agreement.

H. Final Agreement: This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign, and pursuant, with respect to City, to a duly adopted ordinance or resolution of the City.

I. Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein, except that if any provision of this Agreement is held not valid which Owner deems essential to its development of the Property, Owner may, at its sole discretion, declare this entire Agreement null and void of no force and effect and thereby relieve all parties from any obligations hereunder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY OF KETCHUM, an Idaho
municipal corporation

ATTEST:

By David C. Hutchinson
David C. Hutchinson, its Mayor

By Sandy E. Cady
Sandy Cady, Ketchum City Clerk



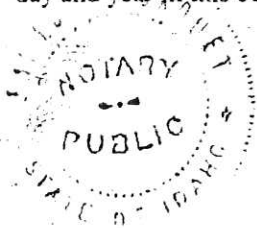
OWNER:

By: Jan M. Cox

STATE OF IDAHO)
) ss.
County of Blaine)

On this 17th day of December, 2001, before me, a Notary Public in and for said State, personally appeared DAVID C. HUTCHINSON, known or identified to me to be the Mayor of the City of Ketchum that executed the said instrument, and acknowledged to me that such City of Ketchum executed the same.

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

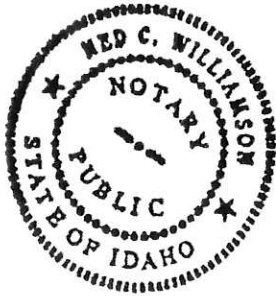


Notary Public for Idaho
My commission expires: March 23, 2003

STATE OF IDAHO)
) ss.
County of Blaine)

On this 14th day of December, 2001, before me, a Notary public in and for said State, personally appeared JAN M. COX known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Med C. Williamson
Notary Public for Idaho
My commission expires: 5-15-2004

PERMITTED USES

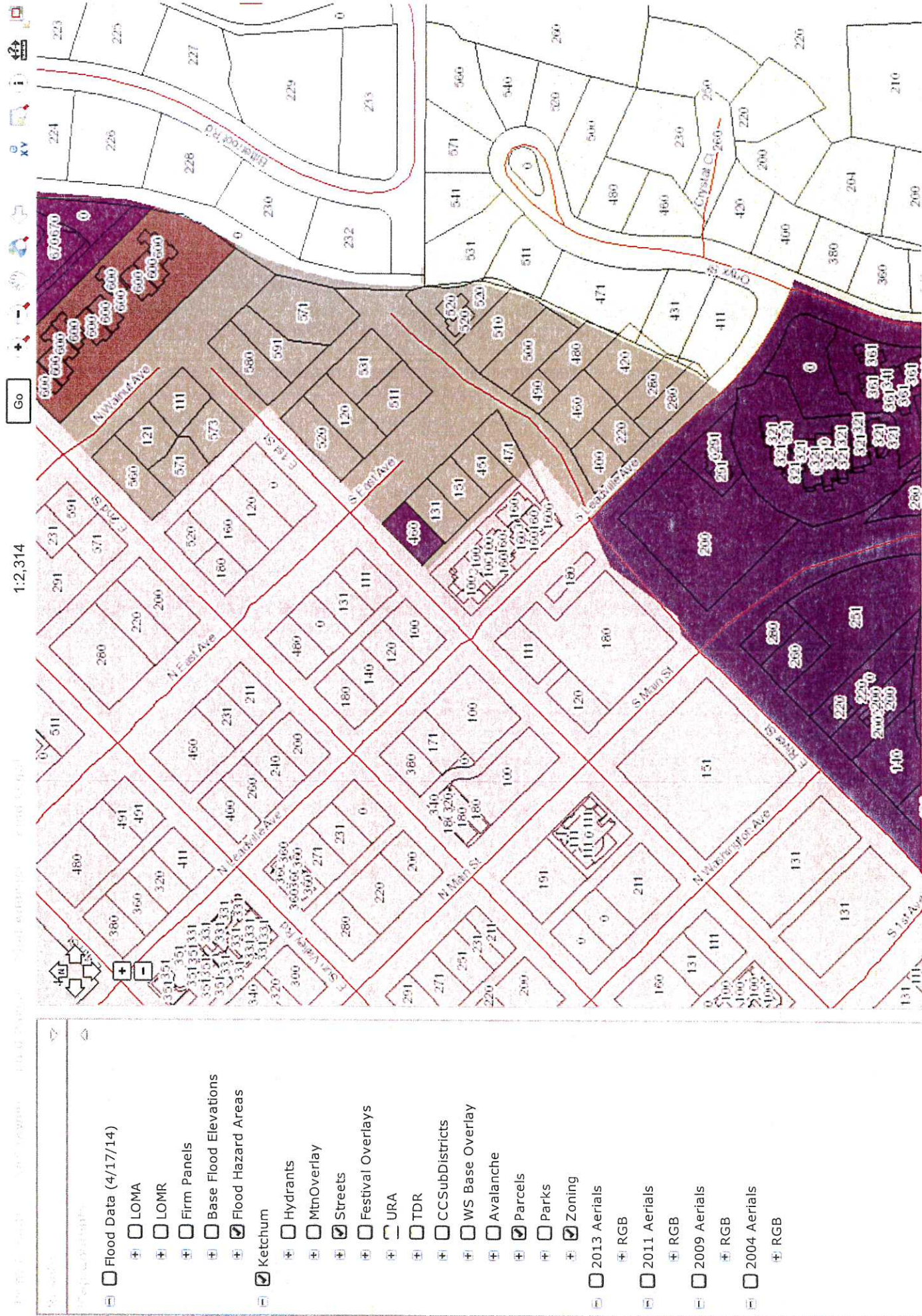
1. Any use permitted in the General Residential - High Density (GR-H) District.
2. Boarding and rooming houses.
3. Tourist homes.
4. Hotels, motels and lodges.
5. Membership clubs.
6. Restaurants, including bar and outside seating.
7. Personal service establishments limited to the following: beauty salons and related services, florist sales, magazine outlets.
8. Accessory buildings and uses as permitted by Section 17.124.010, of the Ketchum Municipal Code.
9. Time share occupancy.
10. Tourist housing accommodations.
11. Retail store, provided the total floor area is less than two thousand five hundred (2,500) square feet.
12. Repair shop limited to skis, ski equipment, golf, bicycle, tennis, fishing and small personal non-motorized sports equipment.
13. Day care home, day care facility or day care center; provided, it is not located within the avalanche zone.

CONDITIONAL USES

1. Public uses.
2. Semi-public uses.
3. Planned unit development.
4. Recreation uses.

EXHIBIT "A"

**Attachment E:
Zoning Map**



Attachment F:
Site Photos



VLEN FROM EAST AVENUE



REAR YARD FROM FIRST STREET



REAR YARD FROM ALLEY



REAR OF EXISTING GARAGE FROM EAST AVENUE

Attachment G:
Public Comment

- Jim Ruscitto, adjacent neighbor, dated May 12, 2014
- Greg Peterson, Managing Member of 120 South Leadville, LLC
- Greg Peterson, CEO, Lallman, Felton, Peterson & Pierce, P.A., 120 South Leadville Avenue

Jim Ruscitto
P.O. Box 419
Sun Valley, ID 83353
208.726.5608



May 12, 2014

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

RE: 460 First Street East Project

Dear Rebecca:

I am an adjacent neighbor (131 East Ave.) to the ongoing construction project located on Lot 8, Block 21.

There was a scheduled Planning & Zoning meeting for March 10, 2014 to review a Conditional Use Permit for office use in the Tourist (T) Zone. I attended that meeting only to find out that it had been postponed to a date to be determined. Later I found out that the meeting was to be on May 10, 2014. On May 9th I received notice that there was also to be an additional meeting scheduled for May 27th for Planning & Zoning to review a new request for the project requesting a hearing for an amendment to AWE LLC's development agreement to rezone the following:

Amend the 2001 Development Agreement/Rezone to allow for a professional office as a permitted use and to remove the requirement for affordable housing.

I am somewhat confused that a building permit, #14-004 for a remodel of a living unit and office space was issued on February 12, 2014 and work has been in progress for the past several months or so.

It also seems strange to me that the permit was issued and construction was in progress prior to a Conditional Use Permit was applied for. Now, additional applications are being requested for an office, the removal of the required affordable housing, as well as a request to allow a non-conforming use of a garage and shed (which has a 7' x 23' encroachment onto East Avenue) for which, I assume, will be used to meet the required off street parking for the

project. I also would expect that all off-street parking to be located on their property with access off of the alley, and that the non-conforming old garage and shop be demolished and removed from the property.

Regarding the rezoning and conditional use for the removal of the affordable housing requirement and an office, I am in favor of allowing these two items; however, on-site parking and the construction of a sidewalk should be required for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Ruscitto", with a stylized, cursive script.

Jim Ruscitto

Resident, 131 East Avenue, Ketchum

**120 South Leadville, LLC
P.O. Box 989
Ketchum, ID 83340-0989
208-726-7500**

June 4, 2014

Rebecca Bundy
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340-2315

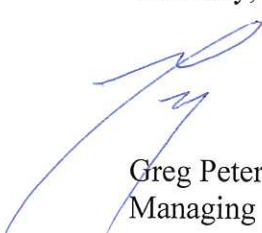
RE: 460 First Street East Project

Dear Rebecca;

We are an adjacent neighbor (100 S Leadville Ave; Higdon Building) to the ongoing construction project located on Lot 8, Block 21 otherwise known as 460 First Street East.

Regarding the rezoning and conditional use for the removal of the affordable housing requirement and an office, we are in favor of allowing these two items; however, on-site parking, the removal of the decrepit garage (safety hazard), and the construction of a sidewalk should be required for approval.

Sincerely,



Greg Peterson,
Managing Member of 120 South Leadville, LLC

RECEIVED
JUN 06 2014
CITY OF KETCHUM



Certified Public Accountants

June 4, 2014

Rebecca Bundy
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340-2315


RE: 460 First Street East Project

Dear Rebecca;

We are an adjacent neighbor (100 S Leadville Ave; Higdon Building) and business to the ongoing construction project located on Lot 8, Block 21 otherwise known as 460 First Street East.

Regarding the rezoning and conditional use for the removal of the affordable housing requirement and an office, we are in favor of allowing these two items; however, on-site parking, the removal of the decrepit garage (safety hazard), and the construction of a sidewalk should be required for approval.

Sincerely,



Greg Peterson,
CEO

RECEIVED

JUN 06 2014

CITY OF KETCHUM

City of Ketchum, Idaho

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



June 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors,

City Hall Server Room Project Update

Introduction/History

After years of numerous problems with the City Hall computer and phone network infrastructure, a project was authorized to remodel the City Hall server room. This remodel involved a complete renovation of the room itself and the data network throughout City Hall.

Current Report

The City of Ketchum contracted with the Tajkowski Group to adopt a nationally recognized standards and practices program. The remodel project is moving ahead and included a second contract to audit our information transport systems with phone carriers and internet service providers. Sean Tajkowski will present an update on the remodel project and updated contracts for phone and internet services.

Financial Requirement/Impact

The signing of new provider contracts will reduce the City's cost by approximately 50% and allow the installation of a new phone system.

Recommendation

I respectfully recommend that the City Council authorize the Mayor to sign the new provider contracts to improve information transport services in the City of Ketchum.

Recommended Motion

"I move to approve the new provider contracts."

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Elle".

Mike Elle
Fire Chief

City of Ketchum, Idaho

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



June 10, 2014

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Third Reading re. Ordinance No. 1117, Approving Amendments to Ketchum Zoning Code Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio

Introduction/History

The Planning and Zoning Commission, a Code Work Group, and Staff have been working together over the last three months to evaluate and propose changes to two specific sections of the code having to do with the Commercial Core District. The Code Work Group included people who are knowledgeable of the development arena and work with the Zoning Code - Dick Fenton, David Patrie, Jim McLaughlin, and Commissioners Mike Doty and Steve Cook. Staff has found through our own experience and in working with people like those in our work group and with other design professionals, that the code poses specific impediments to the kind of development the Ketchum Comprehensive Plan, Downtown Master Plan and the zoning code itself anticipates. Our goal was to make some targeted changes that we felt would remove impediments and clarify the incentives regarding increased floor area ratios and community housing.

The Code Work Group conducted several work meetings and the Planning and Zoning Commission conducted a work session and then held a public hearing on the proposed amendments. At their public hearing on April 28, 2014, the commissioners recommended approval of the attached ordinance to the City Council.

The City Council conducted a public hearing on this matter on May 19, 2014, took public testimony, and conducted the 2nd Reading on Ordinance No. 1117 for June 2, 2014. 3rd Reading was set for June 16, 2014.

Current Report

See attached staff report.

Financial Requirement/Impact

The proposed text changes will have no financial requirement or impact, other than Staff feels that the regulatory provisions will serve as an incentive to allow for mixed use and community housing development.

Recommendation

Staff respectfully recommends that the City Council **ADOPT** Ordinance No. 1117 following third reading amending Ketchum Municipal Code, Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio.

Suggested Motion

“Pursuant to Idaho Code §67-65, I move to APPROVE the third and final reading of Ordinance No. 1117 amending the Ketchum Municipal Code, Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio, on May 19, 2014.”

Sincerely,

Joyce Allgaier, AICP
Director of Planning and Building

**STAFF REPORT
KETCHUM CITY COUNCIL
MEETING OF JUNE 16, 2014**

REGARDING: 3rd Reading, Ordinance No. 1117, Text amendments to Zoning Code Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio

NOTICE: Published on May 2 and May 7, 2014, Idaho Mountain Express
Mailing on May 6, 2014 to political subdivisions and outside agencies
Legal notices were posted in three conspicuous places in the city on May 12, 2014 (City Council public hearing was conducted on May 19, 2014 and second reading on June 2, 2014.)

FROM: Joyce Allgaier, Director of Planning and Building

ATTACHMENTS: A. Proposed Ordinance No. 1117

BACKGROUND & EXPLANATION

Staff convened a Code Work Group of citizens to evaluate and propose changes to two specific sections of the Ketchum Zoning Code (the "Code") having to do with the Commercial Core District. These people, who work with and are knowledgeable of the Code, include Dick Fenton, David Patrie, Jim McLaughlin, and Commissioners Mike Doty and Steve Cook. Staff has found through our own experience, in working with people like those in our Work Group, and with other design professionals, that the Code poses specific impediments to the kind of development the Ketchum Comprehensive Plan, Downtown Master Plan and the zoning code itself anticipates.

Attached please find the proposed code amendments that came from the three discussion sessions of the Code Work Group, a work session of the Planning and Zoning Commission and then a public hearing of the Commission. Specifically, the suggested changes come in these areas:

SECTION 17.64.010.C, EXCEPTIONS Provides for the Planning and Zoning Commission to have some flexibility in the review of architectural design elements and standards that are rigid requirements in Section 17.64.010 (L). Exceptions are not proposed to be allowed for basic use and development standards such as allowable land uses, height, setbacks, FAR, or life safety provisions, unless otherwise permitted through other provisions in the zoning code or building code. In Staff's opinion and that of the Code Work Group, the Code includes some unnecessarily prescriptive design requirements that can hamper appropriate design, allow for tailoring of design for certain settings and contexts, and may bring about undesirable design or use of resources. For example, for Building Type 4, Multi-family home, (allowed in Subdistricts C and D), the following requirements exist (underlining provided for emphasis):

B. External chimneys may extend up to 2 feet into the side and rear yard setback zone. External chimneys are prohibited on all facade fronting a street, avenue, park or public plaza.

C. Bay windows may project up to 3 feet from the façade. Bay windows may extend into the front setback zone. Windows shall be required on each side of the bay window.

These are just two examples of unnecessary requirements where greater flexibility is not likely to negatively impact the building, the vicinity or the sense of character of the city.

SECTION 17.64.010.H, MAXIMUM FLOOR AREA RATIO

- 2.a - Confirms what portion of the building is used to calculate the amount of required community housing in order to achieve the increased FAR. (20% community housing is required and that 20% measurement is based on the square footage of the building only in excess of the initial 1.0 FAR.) This takes away the penalty for the square footage that comprises the initial 1.0 FAR. (A portion of the old “d” was added to this section to consolidate the provisions related to how the square footage is calculated.)
- 2.b - Clarification of the number of stories allowed. The current code language was unclear leading one to think that even a two story building could not attain the FAR incentive. This also reinforces that fourth floors are allowed under specific circumstances provided for in other areas of the code – projects that are hotels, PUDs, 100% community housing, etc.
- 2.c - Sets the target income category at “Category 4” based on housing guidelines for the housing to be provided and allows for options to Category 4. This allows for a more predictable and calculable expenditure and value for the community housing for design and location purposes.
- Old 2.d – Moved above to 2.a
- Old 2.e - Deletes the waiver for hotels gaining a building permit by June, 2012, since that date has passed.
- Old 2.f (New e) – Discusses that a full housing unit may be allowed or a fee in lieu may be provided and how the fee is calculated.
- Old 2.g (New f) – Indicates that housing must meet the standards of the governing housing authority, clarifies its role, and gives city council authority to approve options in the administration of housing.
- Old 2.h (New g and h) - Clarifies various options to meet the community housing incentive either outright or by special approval of the city council. It is intended that special circumstances may arise that will need to be evaluated with individual projects. For example, someone may provide a larger unit than required and a credit may exist.

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”.

Staff Analysis: 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.

Recommendation: This standard will be met through the public hearing process.

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. (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 Analysis: The proposed code amendments will help to implement the provisions of the 2014 Ketchum Comprehensive Plan and the 2006 Downtown Master Plan by allowing for the following:

- Clarification of the code provisions,
- Allowance for greater density in the commercial core where it is a desirable physical development character,
- Creation of a more vital downtown core area that includes a mixture of uses, and
- Encourages the development of community housing units through the provision of a floor area ratio increase incentive.

No comments have been received from any political subdivisions.

Recommendation: This standard will be met.

CITY COUNCIL DECISION:

“Pursuant to Idaho Code §67-65, I move to **APPROVE** the third reading of Ordinance No. 1117 amending Ketchum Municipal Code, Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H), Maximum Floor Area Ratio, on June 2, 2014, with an effective date upon publication of a summary of the amendments.”

ORDINANCE NO. 1117

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING TITLE 17, CHAPTER 17.64.010, COMMUNITY CORE DISTRICT, (C) EXCEPTIONS, AMENDING LANGUAGE TO ALLOW FOR EXCEPTIONS TO BE ALLOWED BY THE PLANNING AND ZONING COMMISSION IN THE DESIGN REGULATIONS, AND (H) FLOOR AREA RATIO AMENDING LANGUAGE PERTAINING TO ALLOWABLE FLOOR AREA RATIOS AS IT RELATES TO THE COMMUNITY HOUSING INCENTIVE AND; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has initiated these text amendments to clarify language in the Ketchum Zoning Code and to allow for development in the Commercial Core District that will implement the goals of the Ketchum Comprehensive Plan; and,

WHEREAS, the Planning and Zoning Commission considered these text amendments in a work session on March 24, 2014; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on this matter on May 28, 2014 and unanimously recommended approval to the City Council; and,

WHEREAS, the City Council conducted a first reading and public hearing on May 19, 2014, a second reading June 2, 2014, and a third reading on June 16, 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. Commercial Core District, Section 17.64.010.C Exceptions, be amended by deleting therefrom the stricken language and adding the underlined language herein below, to wit:

C. Exceptions: The purpose of an exception is to allow for a degree of design flexibility within the community core district. Exceptions may be allowed only to only the design regulation provisions included in Sections 17. 64.010.L and 17.64.020 of this chapter may be requested by an applicant at the time of during evaluation of the design review application. An exception may be granted by the Planning and Zoning Commission upon finding that ~~if~~ all of the following criteria are met:

1. The granting of an exception will not be ~~for~~ detrimental to the public good.
2. The granting of an exception will not be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

3. The granting of the exception will not be detrimental or injurious to property or to the general welfare of the city.

4. The exception is to architectural design elements and is not an exception to other development standards such as building height, setbacks, floor area ratio; to any use requirements or restrictions; or to any life safety requirement.

SECTION 2. Commercial Core District, Section 17.64.010.H Maximum Floor Area Ratio, be amended by deleting therefrom the stricken language and adding underlined language herein below, to wit:

H. Maximum Floor Area Ratio:

1. Generally: All new buildings and alterations or additions to existing buildings shall be subject to the maximum floor area ratio described as follows:

	<u>Permitted</u>	<u>Community Housing Incentive</u>
Gross FAR	1.0	2.25

2. Floor Area Ratio (FAR) Community Housing Incentive: An increased FAR above 1.0 ~~for providing community housing units~~ may be permitted up to a maximum of 2.25, subject to design review approval and other applicable development processes or standards within this code, and provided that all of the following conditions are met: and in accordance with the following provisions.
 - a. Twenty percent (20%) of the total gross floor area of the building, ~~minus any ground floor retail trade, ground floor retail service, ground floor professional service, and ground floor public/semipublic uses, in excess of 1.0 FAR,~~ is deed restricted in perpetuity as community housing unit(s), pursuant to the definition in Section 17.08.020 of this title. Of the gross square footage of community housing required, a fifteen percent (15%) reduction will be allowed as a standard discount from the gross square footage required to determine net livable square footage of the community housing units.
 - b. The maximum floor area incentive applies to buildings up to three stories ~~buildings in height. Buildings above three stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100% community housing project, etc.). The fourth floor of buildings may exceed the 2.25 FAR maximum.~~ For hotel uses, community housing calculations apply to those all portions of the hotel development except the hotel units, which are addressed pursuant to Employee Housing, 17.64.010.I, Hotel Uses.

- c. ~~Half of the~~ The required community housing units shall be ~~generally~~ targeted for income ~~categoryies~~ 4 and 6, with an average of category 5, and half of the required community housing units shall be within income categories 7 and above, with an average of category 8. The applicant and city may seek the recommendation of the governing housing authority in the determination of an alternative category when the category is proposed as something other than category 4 and the planning and zoning commission may allow such alternative category. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the ~~“governing housing authority Guidelines”~~ as adopted by the city council.
- d. ~~Of the gross square footage of community housing required, a fifteen percent (15%) reduction will be allowed as a standard discount from the gross square footage required to net livable square footage of the community housing units.~~
- e. ~~For hotel developments, community housing calculations apply to all residential units. However, one hundred percent (100%) of the community housing requirement will be waived only for the residential portion of hotel projects that meet the hotel definition adopted by the Ketchum city council, provided the project obtains a complete building permit prior to June 1, 2012, and so long as the property is maintained appropriately as directed by staff and/or city council.~~
- f. ~~The developer has the option of providing a full housing unit rather than or paying the a fee in lieu for the required community housing square footage. The fee due to the city is calculated based on the total square footage or fraction thereof required multiplied by the adopted in lieu fee. (The in lieu fee is adopted yearly by the City of Ketchum.) If any fraction of community housing requirements may be paid via a fee in lieu of housing, fraction of community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. or working with the city or other nonprofit entity to purchase the balance of the community housing unit with additional funds.~~
- g. ~~f~~ All community housing units, either for sale or rental, shall be administered by the governing housing authority. All housing that is provided shall meet with the adopted guidelines of the governing housing authority. ~~The governing housing authority shall recommend the types, locations and categories of all proposed community housing units for approval by the city.~~ The city council may approve alternatives to the administration of units at their discretion.
- h. ~~g~~. The city's primary goal is to see the development of and encourage the construction of whole community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. ~~and not to create a program for fee in lieu for whole units. However, the city council may consider a request by the property owner to~~

~~pay a fee in lieu of constructing a complete community housing unit or provide other considerations as the city council deems appropriate. The city council has full discretionary power to determine said request. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:~~

1. Housing constructed by the applicant on or off-site, within the City of Ketchum;
2. Payment of an in lieu fee; or
3. Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.

h. In addition to those outright options noted above in (g), the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:

1. Land conveyance to the city;
2. Existing housing unit buy down or mortgage buy down; or
3. Other proposals and options as approved by the city council.

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.

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

Community Housing Code Comparison

Code Year	Permitted Gross FAR	CH Incentive FAR	CH Requirements	Notes
2014 Proposal	1.0	2.25	20% of gross floor area in excess of 1.0 FAR	<ul style="list-style-type: none"> • Applies to all portions of hotel, except hotel units. Otherwise, employee housing requirements apply • In-lieu or off-site (within City of Ketchum) at 1:1 acceptable • Four and five story buildings may exceed 2.25 FAR if allowed by the code
2006	1.0	2.25	20% of total gross floor area minus ground floor retail, ground floor professional service or ground floor public/semi-public use	<ul style="list-style-type: none"> • Applies to residential portions of hotels. Otherwise, employee housing requirements apply • In-lieu acceptable • Four and five story hotels may exceed 2.25 FAR
2001	1.4	1.75	40% of increase over 1.4 FAR	<ul style="list-style-type: none"> • If provided off-site: 1.5X on-site requirement • In-lieu acceptable • Unused CH floor area could be transferred as TDR • Hotels max FAR 1.75
1994	1.4	2.0	75% of increase over 1.4 FAR shall be "urban housing"	<ul style="list-style-type: none"> • Underground parking of 1 space/1100 net sf required • Urban housing – max. 950 net sf and deed restricted for Blaine County resident

BCHA Community Housing Owner or Renter Occupied Units as of: 10/29/2013

Own/ Rent	Development's Name	Address	City	Unit #	No.of BedR	No.of Bath	Income Cat.
own	1st and 1st 2002	100 1st St D	Ketchum	D	1	1	3
own	Chilali Lodge 2005	222 Second Avenue,N	Ketchum	2	1	1	3
own	Chilali Lodge	222Second Avenue, N	Ketchum	1	1	1	4
own	Frenchman's Place	360 E. 9th St	Ketchum	20	1	1	3
own	Frenchman's Place	360 E. 9th St	Ketchum	17	2	1.5	3
own	Frenchman's Place	360 E. 9th St	Ketchum	18	1	1	3
own	Frenchman's Place	360 E. 9th St	Ketchum	19	1	1	2
own	Frenchman's Place	360 E. 9th St	Ketchum	28	1	1	5
own	ID Independent Bank Bldg 2005	491 N Main St	Ketchum	202	1	1	5
own	ID Independent Bank Bldg 2005	491 N Main St	Ketchum	203	1	1	2
own	Olympic Terrace 2004	631 N Washington Ave	Ketchum	202	1	1	3
own	Olympic Terrace	631 N Washington Ave	Ketchum	105	1	1	3
own	Olympic Terrace	631 N Washington Ave	Ketchum	104	1	1	4
own	Pine Ridge	101 Four Seasons Way	Ketchum	2	2	2	4
own	Pine Ridge	101 Four Seasons Way	Ketchum	3	2	2	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	6	2	2	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	7	2	2	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	13	1	1	3
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	14	1	1	3
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	16	2	2.5	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	19	2	2	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	21	3	2.5	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	22	2	2	4
own	Pine Ridge	1908 Warm Springs Rd	Ketchum	25	2	2.5	4
own	Pine Ridge	1919 Warm Springs Rd	Ketchum	27	1	1	3
own	Pine Ridge	1920 Warm Springs Rd	Ketchum	28	1	1	3
own	Residences at Evergreen 2005	111 First Avenue, South	Ketchum	16	3	2	4
own	Residences at Evergreen	111 First Avenue, South	Ketchum	17	1	2	3
own	Riverglen	100 Meadow Cr	Ketchum	A	2	1.5	3
own	Riverglen	100 Meadow Cr	Ketchum	B	1	1	3
own	Riverglen	100 Meadow Cr	Ketchum	C	2	1.5	3
own	Sabala Street	209 Sabala Street, #A	Ketchum	A	3	2	6
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2P	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2U	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2A	1	1	4
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2R	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2V	1	1	3
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2C	1	1	4
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2N	1	1	4
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2Q	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2S	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2T	1	1	5
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2M	1	1	6
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2B	2	2	6
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2K	2	2	6
own	Scott Northwood Building	110 Lindsay Cir	Ketchum	2J	2	2	9
own	The Fields at Warm Springs	120 Flower Dr A	Ketchum	120A	2	2	4
own	The Fields at Warm Springs	140 Flower Dr A	Ketchum	140A	2	2	4
own	The Fields at Warm Springs	160 Flower Dr C	Ketchum	160C	2	2	4

BCHA Community Housing Owner or Renter Occupied Units as of: 10/29/2013

own	The Fields at Warm Springs	120 Flower Dr C	Ketchum	120C	2	2	4
own	The Fields at Warm Springs	140 Flower Dr C	Ketchum	140C	2	2	4
own	The Fields at Warm Springs	160 Flower Dr A	Ketchum	160A	2	2	4
own	The Fields at Warm Springs	110 Flower Dr A	Ketchum	110A	2	2	4
own	The Fields at Warm Springs	110 Flower Dr B	Ketchum	110B	2	2	4
own	The Fields at Warm Springs	130 Flower Dr A	Ketchum	130A	2	2	4
own	The Fields at Warm Springs	130 Flower Dr B	Ketchum	130B	2	2	4
own	The Fields at Warm Springs	150 Flower Dr B	Ketchum	150B	2	2	4
own	The Fields at Warm Springs	120 Flower Dr B	Ketchum	120B	2	2	4
own	The Fields at Warm Springs	140 Flower Dr B	Ketchum	140B	2	2	4
own	The Fields at Warm Springs	160 Flower Dr B	Ketchum	160B	2	2	4
rent	Cold Springs Crossing	127 Hospital Drive	Ketchum	A5	2	2	2
rent	Cold Springs Crossing	127 Hospital Drive	Ketchum	B8	1	1	3
rent	Cold Springs Crossing	127 Hospital Drive	Ketchum	B10	2	2	2
rent	Cold Springs Crossing	127 Hospital Drive	Ketchum	C14	1	1	1
rent	Copper Ridge 2003	Washington Ave	Ketchum	8	0	1	2
rent	Copper Ridge	Washington Ave	Ketchum	9	0	1	2
rent	Copper Ridge	Washington Ave	Ketchum	7	1	1	2
rent	Copper Ridge	Washington Ave	Ketchum	10	1	1	3
rent	Nichols Landscape	105 Hospital Drive	Ketchum		1	1	2
rent	Parkside	239 Parkside	Ketchum	C	2	2	2
rent	Stevenson Residences 2006	600-2nd St., East	Ketchum	7	2	1	5
own	Blue Grouse	71 Ohio Gulch Rd	Mid-Valley	71	4	2.5	4
own	Blue Grouse	81 Ohio Gulch Rd	Mid-Valley	81	4	2.5	4
own	Elkhorn Springs	109 Angani Way	Sun Valley	B1-4	2	2	6
own	Elkhorn Springs	106 Village Way	Sun Valley	10	2	2	4
own	Elkhorn Springs	106 Village Way #4	Sun Valley	4	2	2	4
own	Elkhorn Village Condos	111 Angani Way 4A	Sun Valley	4-A	1	1	3
own	Elkhorn Village Condos	113 Angani Way	Sun Valley	3-A	1	1	4
own	Elkhorn Village Condos	113 Angani Way	Sun Valley	3-B	1	1	4
own	Elkhorn Village Condos	113 Angani Way 3C	Sun Valley	3-C	2	1	4
own	Elkhorn Village Condos	111 Angani Way 4B	Sun Valley	4B	Studio	1	3

Ownership Units in Ketchum = 60
Rental Units in Ketchum = 6

Notes: BCHA Stewardship units only. Tax credit rentals not included.
The rentals on Hospital Drive are not within Ketchum city limits and are not included.

Katie Carnduff

From: Joyce Allgaier
Sent: Thursday, June 12, 2014 11:13 AM
To: Katie Carnduff
Subject: FW: Please forward to the council and mayor for the code amendment public hearing on Monday; also, let's discuss further

This just came for the CC re. the Ord. 1117. Its for Monday. How to you recommend we get it to them at this point? Shall I just send out separately?
Joyce

JOYCE ALLGAIER, AICP | CITY OF KETCHUM

Director of Planning and Building

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

o: 208.726.7801 | f: 208.726.7812

jallgaier@ketchumidaho.org | www.ketchumidaho.org

From: John Gaeddert [<mailto:clpe2@aol.com>]

Sent: Thursday, June 12, 2014 6:54 AM

To: Joyce Allgaier

Cc: kpoole@sunvalleycenter.org

Subject: Please forward to the council and mayor for the code amendment public hearing on Monday; also, let's discuss further

Hi Joyce:

Thank you for forwarding the proposed ordinance amendments for the upcoming Council meeting.

As a follow-up to our recent conversations, I would like to suggest the following edit as noted in **red/bold** below:

H. Maximum Floor Area Ratio:

1. Generally: All new buildings and alterations or additions to existing buildings, **including public or semi-public uses expanding or relocating their existing place of business within the Commercial Core**, shall be subject to the maximum floor area ratio described as follows:

	<u>Permitted</u>	<u>Public and Semi-Public Use Incentive</u>	<u>Community Housing Incentive</u>
Gross FAR	1.0	2.25	2.25

I added the qualifying language given the broadness of the existing semi-public use definition. As you are aware, semi-public use is defined as: "a structure or use partially, but not entirely, open to the use of the public such as a private school, church, lodge, club, library, hospital or a nonprofit organization." This edit will assist The Center as our expansion needs are not for the benefit of adding to our existing 20 FTEs that we have today, but to spatially accommodate existing programming (lectures, school tours, exhibition space, theater, educational classrooms, etc).

I look forward to discussing further and addressing the Council and Mayor on Monday.

As always, thank you for your assistance, John

Land Planning + Project Management
CORPORATION FOR LAND PLANNING & ENGINEERING
John D. Gaeddert, Owner / (208) 720-5049 / clpe2@aol.com

-----Original Message-----

From: Joyce Allgaier <JAllgaier@ketchumidaho.org>

To: John Gaeddert <clpe2@aol.com>

Sent: Wed, Jun 11, 2014 4:16 pm

Subject: code amendment

Here you go.

JOYCE ALLGAIER, AICP | CITY OF KETCHUM

Director of Planning and Building

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

o: 208.726.7801 | f: 208.726.7812

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REGULAR KETCHUM CITY COUNCIL MEETING
Monday, June 2, 2014 at 5:30 p.m.
Ketchum City Hall, Ketchum, Idaho
480 East Avenue North PO Box 2315 Ketchum, ID 83340

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

Also Present: Interim Ketchum City Administrator Ray Silver
Ketchum City Attorney Stephanie Bonney
Director of Planning and Building Joyce Allgaier
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 5:34 p.m.

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

a. Communications from Mayor & Council

b. Communications from Council Liaisons: Mountain Rides – Michael David, Blaine County Housing Authority – Jim Slanetz, Ketchum CDC - Michael David & Jim Slanetz.

- Council President Michael David enjoyed a fun round of golf at the Ketchum Wide Open.
- Councilor Jim Slanetz talked to Ketchum Community Development Corporation Board President Neil Bradshaw about KCDC Board members having too many conflicts.
- Councilor Anne Corrock would like to schedule a Council workshop discussion on what Councilors recently learned from local businesses.
- Ketchum citizen and POW Bowe Bergdahl was released over the weekend.
- Council President Michael David said Mountain Rides had a successful annual Bike Swap and Bike-to-School Day.

c. Appointments:

Planning and Zoning Commissioner: Resolution Number 14-014

Mayor Nina Jonas thanked retiring P&Z Commissioner Rich Fabiano for seven years of service. Commissioner Fabiano contributed to the updated Comprehensive Plan; and has paid special attention to the riparian corridor and angler access. Mayor Jonas suggested Erin Smith as the next Planning & Zoning Commissioner. Smith has a legal and financial background.

Councilor Baird Gourlay moved to appoint Erin Smith to the Ketchum Planning & Zoning Commission. Motion seconded by Council President Michael David, and passed unanimously.

Ketchum Events Commissioners

Mayor Jonas said Deborah Burns is on the Ketchum Planning & Zoning Commission and is very active in the business community. Lisa Enourato is Assistant to the Ketchum City Administrator and is Ketchum's Communications Coordinator.

Council President Michael David moved to appoint Deborah Burns and Lisa Enourato to the Ketchum Events Commission. Motion seconded by Councilor Jim Slanetz and passed unanimously.

3. COMMUNICATIONS FROM THE PUBLIC.

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

- Mary Jane Conger commented on the transportation hub.

Mayor Nina Jonas responded that the transportation hub would be on the June 16 Council agenda. The P&Z visited the site to look at the bulbouts at the corners of the intersection. Council President Michael David is a Mountain Rides Board member and was present for the P&Z site visit. He said the two largest Ketchum fire trucks maneuvered around cones at the corners. They are giant trucks and it was definitely tight. The bulbouts create an easier entrance and exit for the buses to get into the stops.

- Gary Hoffman suggested Ketchum should have an online polling system so elected officials know what people think. At a recent business meeting at Starbucks, about 40% of businesspeople didn't know what KCDC, SVED, and KURA stood for and what they are doing.

Mayor Nina Jonas agreed that a survey was a great idea.

Hoffman said the Idaho Legislature recently passed a bill for sales tax on Internet sales for stores that have brick and mortar stores in Idaho. There is a minimum below which sales are exempt. Hoffman said sales tax on Internet sales would help local businesses.

b. Trailing of the Sheep Festival presentation and request for increased support – Mary Austin Crofts, Executive Director.

Mary Austin Crofts encouraged support for Trailing of the Sheep as an investment in the area's history and economic future. The Trailing of the Sheep Festival requests \$25,000 from the City of Ketchum. Crofts said people passing through town who see sheep moving up or down the valley can't believe this still happens in the West. The Festival is now in its 18th year. Last year's attendance was 19,000 from 35 states and foreign countries. Lodging occupancy overall was 82%.

- Keith Perry said the Trailing of the Sheep Festival is the most impactful thing on his business.
- John Peavey supported the Festival.

Ketchum Interim City Administrator Ray Silver advised Council to consider this as part of their FY2015 budget.

Councilors said it was a great event, especially in the off-season, and Ketchum will consider it in next year's budget. Due to FY2015 budget constraints, Councilor Anne Corrock suggested the Festival look for in-kind ways the City can help. Councilor Jim Slanetz suggested they look for ways to partner with Wagon Days.

c. Sun Valley Economic Development presentation and request for funding – Harry Griffith, Executive Director.

Harry Griffith presented goals for SVED in 2015 and their request for funding from Ketchum in FY2015.

Council President Michael David thanked the SVED for encouraging young people to get involved with the Ketchum Innovation Center (KIC). Councilor Baird Gourlay is on the SVED Board, and commended Griffith and the SVED for the Economic Summit, which presents local and worldly visions. Mayor Jonas is very excited about all of SVED's initiatives.

4. COMMUNICATIONS FROM STAFF.

a. Update on Mayor Nina Jonas' bicycle and pedestrian friendly initiative – Joyce Allgaier, Director of Planning and Building.

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

Director of Planning and Building Joyce Allgaier said Ketchum wants people to be safe and have a good time as they move around Ketchum. The Comprehensive Plan includes a lot of references to connectivity. Staff has seven suggestions:

- Reinforce Fourth Street pedestrian and bikeway through specialty signing.
- Diagonal crosswalk configuration in two locations.
- Pedestrian touch-activated crossing light at Fourth and Main.
- Right turn only at Fourth and Main.
- "Sharrows" — painted arrows on the street to remind cars and pedestrians that they are sharing space.
- Green bike lane painting on Spruce Avenue.
- Bike parking corrals with individually designated areas in the right-of-way for bikes.

Public comment:

- Phyllis Shafran commented that people would be watching signs and not where they're going.

Mayor Jonas said there is money in the Street budget that can be used for the lighted sign on Main Street, but it would have to be taken away from chip sealing.

Councilor Baird Gourlay would rather see Fourth Street one-way, perhaps both sides entering onto Main Street, than right turn only. Councilor Jim Slanetz asked if both sides of Fourth Street could be closed from Main Street to the alley. Councilor Baird Gourlay said the alleys get plugged by trucks. Council President Michael David said Ketchum shouldn't make a permanent change based on two months of the year, but he agreed it was crazy for those two months. Drivers use pedestrians as "blockers" when they need to go across Main Street. Police officers don't have anywhere to pull someone over. Council President David suggested RIGHT TURN ONLY signs be put up and encourage drivers who have to go across Main Street or make a left turn during busy months to go to streets with traffic signals. Councilor Anne Corrock preferred one-way streets for one block, but thought they should be one-way onto Fourth Street and not onto Main Street. She said whatever they did had to be year-round.

Council President Michael David said Sixth Street was a good example of drivers adapting once they realize they have to. Commissioners suggested Fourth and Second should be the same. Councilor Baird Gourlay said the double yellow lines should continue across Fourth Street so drivers don't cross it.

The bike corrals need to be very clearly flagged so big SUVs don't back into them. Councilors Anne Corrock and Jim Slanetz didn't like bike corrals in the center of the street.

Director of Planning and Building Joyce Allgaier said they would look at the intersection and signing, striping and good public outreach. She said everything in the streets—bike racks, signs, etc.—would come out in winter.

Councilors asked for a firm bid on the flashing lights.

Councilor Baird Gourlay said the signs were not understandable. Bikers should be in the street and pedestrians should be on the sidewalk. Signs should be for drivers and should say SHARE THE ROAD. Director of Planning and Building Joyce Allgaier said signs will be in the middle of the block and not a distraction at an intersection.

Councilor Anne Corrock said signs were distracting, and asked that they be prettier and more consistent. She liked the green painting, and would like to see it in several places. Councilor Anne Corrock asked if the Ketchum Arts Commission was part of the sign discussion.

b. Discussion of possible locations for RV parking within the City of Ketchum – Robyn Mattison, Public Works Director.

Councilor Anne Corrock would like for RVers to be able to stop in town and look around for an afternoon or day. RVers are a large group of people with money and time who travel in shoulder seasons. Staff identified two possible locations for short-term RV and trailer parking: the dirt parking lot at River Run at the intersection of Serenade and Cottonwood; and center parking on a few blocks of First Avenue, which is a wide right-of-way, between River and Sixth streets.

Peter Stearns of Sun Valley Company is willing to consider the idea, but expressed concerns about how an RV park would look at the entrance to one of their most prestigious locations.

Councilor Baird Gourlay said the City of Ketchum owns a parcel of land on the northeast side of the River Run annexation, and has discussed putting an RV park in there. There are hotels that use the area for bus pick-ups.

Mountain Rides currently runs one bus an hour from the west side of Ketchum, but may consider more frequent service in the future. The First Avenue location would be close enough for people to walk to town. Staff will discuss possible proposed locations with Ketchum Parks and Recreation Director Jen Smith and Events Coordinator Sharon Arms.

Councilors discussed the blocks around Second and First, south of Sun Valley Road. Other intersections are too narrow for large vehicles. The museum and NexStage are there, and a grocery store is close-by. There should be a kiosk with information on Ketchum and local campgrounds. A dump station would be a real draw.

PUBLIC COMMENT – NONE

Staff will designate one block on First Avenue between River and First Street locations, and erect standard RV signage on the highway directing RVers to the parking area.

5. AGREEMENTS AND CONTRACTS.

a. Sun Valley Events Contract for Services for Wagon Days Event Coordination – Ray Silver, Interim City Administrator.

This is an annual request to approve the contract between Ketchum and Sun Valley Events, which manages the Wagon Days parade. The money is budgeted in Professional Services line item.

Councilor Anne Corrock asked if an RFP had ever been done for the contract. Councilor Baird Gourlay said it was a Chamber function, and then shifted to Ketchum's General Fund. The main expense is getting the mules and drivers here.

Councilor Baird Gourlay moved to approve the Contract for Services with Sun Valley Events, Inc., for Wagon Days Event Coordination for \$25,000. Motion seconded by Councilor Anne Corrock. In discussion, Councilor Baird Gourlay said he believed the City budgeted about \$125,000 on Wagon Days. **Motion passed unanimously.**

6. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1117: Proposed Text Amendments to the Ketchum Zoning Code Title 17, Community Core District, Chapter 17.64.010 (C) Exceptions, and (H) Maximum Floor Area Ratio – Joyce Allgaier, Director of Planning and Building.

Also Present: Text Amendment Committee member Dick Fenton

Director of Planning and Building Joyce Allgaier reviewed the two proposed text amendments for the Community Core:

- granting P&Z additional discretion during Design Review to allow for some exemptions regarding architectural design features already permitted in the Code; and
- community housing incentive as it relates to Floor Area Ratio.

Councilor Anne Corrock said getting housing downtown is only successful when the developer does it within the project; and only accepting in-lieu payment for a portion of a unit. Councilor Baird Gourlay agreed that in-lieu should

only be accepted for a partial unit. Council President Michael David felt in-lieu should be an option. He felt there were ways to legislate within the Ordinance to make paying in-lieu cost the developer more; and change the fee every year as appropriate. Council President Michael David added that 10% of in-lieu funds used to go to operation of the Blaine County Housing Authority. Councilor Anne Corrock said the City got housing when developers had to do it, and stopped getting housing when developers were given options.

Councilor Baird Gourlay left the meeting at this time.

Councilor Anne Corrock reiterated that the ordinance should only allow in-lieu for a portion of a unit. The in-lieu fee should include land costs. Council President Michael David said some buildings were inappropriate for onsite housing. Mayor Jonas said onsite housing would be strengthened by changing the in-lieu fee. She added that acquiring existing units for housing is a good thing.

Council President Michael David moved to acknowledge this as the second reading of Ordinance 1117, and to schedule a third reading for June 16, 2014. Motion seconded by Councilor Jim Slanetz, and passed with three in favor and Councilor Anne Corrock abstained.

7. COMMUNICATIONS FROM THE PRESS.

There were no comments at this time.

8. CONSENT CALENDAR

- a. **Approval of minutes: May 6, 2014 Special Council Meeting, May 19, 2014 Regular Council Meeting and May 27, 2014 Special Council Meeting**
- b. **Recommendation to approve current bills and payroll summary.**
- c. **Approval of 2013-14 and 2014-15 Liquor, Beer, and Wine Licenses.**

The minutes should be corrected to reflect that the KCDC pays \$100 *more* rent in the KIC.

Council President Michael David moved to approve the May 6, 2014 minutes, as amended. Motion seconded by Councilor Jim Slanetz, and passed with two in favor and Councilor Anne Corrock abstained since she was not at the meeting.

Council President Michael David moved to approve the May 19, 2014 minutes. Motion seconded by Councilor Anne Corrock, and passed unanimously.

Council President Michael David moved to approve the May 27, 2014 minutes. Motion seconded by Councilor Jim Slanetz, and passed unanimously.

Council President Michael David moved to approve current bills and payroll summary, and Approval of 2013-14 and 2014-15 Liquor, Beer and Wine Licenses. Motion seconded by Councilor Anne Corrock, and passed unanimously.

9. 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).**

Councilor Anne Corrock moved to go into Executive Session to discuss Labor Relations, pursuant to Idaho Code 67-2345 1(c); and Litigation, pursuant to Idaho Code 67-2345 1(f). Motion seconded by Councilor Jim Slanetz. Roll call: Councilor Anne Corrock yes, Councilor Jim Slanetz yes, Council President Michael David yes. Motion passed unanimously.

10. ADJOURNMENT.

Councilor Anne Corrock moved to adjourn at 10:15 p.m. Councilor Jim Slanetz seconded the motion, and it passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk



SPECIAL MEETING OF THE KETCHUM CITY COUNCIL
Monday, June 9, 2014, beginning at 8:00 a.m.
480 East Avenue North, Ketchum, Idaho

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

Also Present: Ketchum Interim City Administrator Ray Silver

1. The meeting was called to order by Mayor Nina Jonas at 8:05 a.m.
2. Executive Session pursuant to Idaho Code §§67-2345 1(a).

Councilor Baird Gourlay motioned to go into Executive Session at 8:06 a.m. pursuant to Idaho Code §§67-2345 1(a), seconded by Councilor Jim Slanetz, roll call: Councilor Gourlay yes, Councilor Slanetz yes, Councilor Corrock yes, Council President David absent. The motion passed unanimously.

Councilor Baird Gourlay motioned to come out of Executive Session at 5:40 p.m., seconded by Council President Michael David, the motion passed unanimously.

3. Adjournment

Councilor Baird Gourlay motioned to adjourn at 5:45 p.m., seconded by Councilor Jim Slanetz, the motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk



SPECIAL MEETING OF THE KETCHUM CITY COUNCIL
Monday, June 10, 2014, beginning at 8:45 a.m.
480 East Avenue North, Ketchum, Idaho

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

1. The meeting was called to order by Mayor Nina Jonas at 8:50 a.m.
2. Executive Session pursuant to Idaho Code §§67-2345 1(a).

Councilor Anne Corrock motioned to go into Executive Session at 8:51 a.m. pursuant to Idaho Code §§67-2345 1(a), seconded by Council President Michael David, roll call: Councilor Gourlay yes, Councilor Slanetz yes, Councilor Corrock yes, Council President David absent. The motion passed unanimously.

Councilor Anne Corrock motioned to come out of Executive Session at 12:00 p.m., seconded by Councilor Jim Slanetz, the motion passed unanimously.

3. Adjournment

Councilor Anne Corrock motioned to adjourn at 12:01 p.m., seconded by Councilor Jim Slanetz, the motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "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	PR0613141	State Withholding Tax Pay Period: 6/13/2014	6,854.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0613141	Health Ins - Family Pay Period: 6/13/2014	315.66
III-A	PR0613141	Health Ins - Employee + Spouse Pay Period: 6/13/2014	350.68
III-A	PR0613141	Health Ins - Family Pay Period: 6/13/2014	526.10
III-A	PR0613141	Health Ins - Employee + 1 Chld Pay Period: 6/13/2014	40.05
III-A	PR0613141	Health Ins - Employee + 2 Chld Pay Period: 6/13/2014	124.44
III-A	PR0613141	Health Ins - Family Pay Period: 6/13/2014	157.83
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0613141	AFLAC After-Tax Pay Period: 6/13/2014	198.82
AFLAC	PR0613141	AFLAC Pre-Tax Pay Period: 6/13/2014	754.78
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
NCPERS IDAHO	C376614	Group Life Insurance Unit C376	64.00
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0613141	Dental Insurance - 1 Child Pay Period: 6/13/2014	69.28
DELTA DENTAL PLAN OF IDAH	PR0613141	Dental Insurance - Spouse Pay Period: 6/13/2014	222.84
DELTA DENTAL PLAN OF IDAH	PR0613141	Dental Insurance - Family Pay Period: 6/13/2014	831.96
DELTA DENTAL PLAN OF IDAH	PR0613141	Dental Insurance - 2+ Child Pay Period: 6/13/2014	122.28
01-2173-3000 P/R DEDUC PBL--PEBSCO			
NATIONWIDE RETIREMENT SOL	PR0613141	Nationwide - 0026904-001 Pay Period: 6/13/2014	716.63
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0613141	Child Support Pay Period: 6/13/2014	269.68
IDAHO STATE TAX COMMISSIO	PR0613141	Garnishments Pay Period: 6/13/2014	75.00
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0613141	Pioneer Federal Credit Union Pay Period: 6/13/2014	2,700.00
01-2175-1000 P/R DEDUC PBL--UNION DUES			
KETCHUM FIREFIGHTERS LOCA	PR0613141	Union Dues Union Dues Pay Period: 6/13/2014	715.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0613141	125 Medical Savings Pay Period: 6/13/2014	1,260.90
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0613141	125 Dependant Care Pay Period: 6/13/2014	650.00
01-3700-7000 MISCELLANEOUS			
ST. THOMAS PLAYHOUSE	060914	Reimbursement for Banner Request	100.00
Total :			17,119.93

LEGISLATIVE & EXECUTIVE

01-4110-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	15.75
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	356.97
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	54.51
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-05/14	ACCT. 1856	102.60

Vendor Name	Invoice Number	Description	Net Invoice Amount
SUN VALLEY NATURAL SPRING	27411	Water Cooler & Bottles for Meeting Room	6.72
01-4110-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10366	Computer Maintenance	600.00
KETCHUM COMPUTERS, INC.	10389	Computer Maintenance	400.00
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	10.95
01-4110-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	80.79
COX COMMUNICATIONS	1240103601290	ACCT. 001 2401 036012901	107.11
Total LEGISLATIVE & EXECUTIVE:			1,735.40

ADMINISTRATIVE SERVICES**01-4150-2500 HEALTH INSURANCE-CITY**

STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	22.95
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01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	1,314.78
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01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)

NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	32.01
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01-4150-3100 OFFICE SUPPLIES & POSTAGE

COPY & PRINT, L.L.C.	58405	Office Supplies	112.49
COPY & PRINT, L.L.C.	58417	Office Supplies	6.99
COPY & PRINT, L.L.C.	58606	Office Supplies	18.51
GREAT AMERICA LEASING COR	15315895	Copier Lease	64.88
INTEGRATED TECHNOLOGIES	C21997	Copier Maintenance	15.14
INTEGRATED TECHNOLOGIES	C22040	Copier Maintenance	67.69
SUN VALLEY NATURAL SPRING	27411	Water Cooler & Bottles for Meeting Room	6.72
UNITED STATES POSTAL SERVI	2315-2014	Postage Box Fee for 2315	100.00
US BANK	05/26/14	File Folders	7.44
US BANK	05/26/14	Coffee	6.89

01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR

STATE TAX COMMISSION	053114	Sales Tax - 05/01/14-05/31/14	.23
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01-4150-4200 PROFESSIONAL SERVICES

CASELLE, INC.	52208	Document Management Software	7,845.00
CASELLE, INC.	57888	CONTRACT SUPPORT	322.89
EXPRESS PUBLISHING, INC.	2196-05/31/14	Account 2196	549.36
GRANT, SUZANNE	05/21/14	CC Minutes 05/19/14	322.50
GRANT, SUZANNE	05/21/14	CC Minutes 05/21/14	322.50
GRANT, SUZANNE	060314	CC Minutes 06/02/14	180.00
KETCHUM COMPUTERS, INC.	10366	Computer Maintenance	150.00
KETCHUM COMPUTERS, INC.	10389	Computer Maintenance	275.00
MURRAY, JO	799	Editorial Services	4,369.70
MURRAY, JO	802	Business Forum	819.50
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	19.00
US BANK	05/26/14	Piktochart	169.00
US BANK	05/26/14	Quad Core GT318 Android 4.2 Mini PC Rockchip Bluetooth	89.54
US BANK	05/26/14	Constant Contact	61.75
LIBBY MAYNARD DESIGN	13505	Graphic Design Services	2,087.64
IQM2	6895	MediaTraq Subscription	475.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-4400 ADVERTISING & LEGAL PUBLICATIONS			
EXPRESS PUBLISHING, INC.	2196-05/31/14	Account 2196	855.04
01-4150-4902 TRAINING/TRVL/MTG-CITY ADM/ASST			
US BANK	05/26/14	Lodging for III-A Meeting	94.92
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1302485096	ACCT. 74754376	90.71
COX COMMUNICATIONS	1240102722230	ACCT. 001 2401 027222301	286.37
SENTINEL FIRE & SECURITY, IN	179643	Quarterly Monitoring Fee	90.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	10366	Computer Maintenance	3,185.00
MIICOR CONSULTING	14062	Spamfiltering	800.00
US BANK	05/26/14	Domain Renewal	75.65
US BANK	05/26/14	Widescreen Rack & Tranciever	1,089.18
US BANK	05/26/14	Replacement Card for Server	173.49
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	811184	ACCT. 951449	60.00
CLEAR CREEK DISPOSAL	811635	ACCT. 960	33.00
IDAHO POWER	2200749261-05	ACCT. 2200749261	1,207.34
IDAHO POWER	2203855230-05	ACCT. 2203855230	100.12
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
ATKINSONS' MARKET	1856-05/14	ACCT. 1856	24.66
MAESTRO TECHNOLOGY SOLU	11164	Council Chambers	16,132.00
MAESTRO TECHNOLOGY SOLU	11165	Council Chambers	1,100.00
MAESTRO TECHNOLOGY SOLU	11166	Podium Wiring	1,300.00
WAXIE SANITARY SUPPLY	74561957	Supplies	890.39
01-4150-7400 OFFICE FURNITURE & EQUIPMENT			
CDW GOVERNMENT, INC.	LQ51332	Switch	694.16
Total ADMINISTRATIVE SERVICES:			48,117.13
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
MOORE SMITH BUXTON & TUR	50376	1536-03 - General	12,331.42
MOORE SMITH BUXTON & TUR	50377	1536-49 - Fire	960.39
MOORE SMITH BUXTON & TUR	50378	1536-50 - Parks & Recreation	286.65
MOORE SMITH BUXTON & TUR	50380	1536-52 - Clerk & Admin.	143.33
Total LEGAL:			13,721.79
COMMUNITY PLANNING/DEVELOPMENT			
01-4170-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	36.90
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	73.42
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
ATKINSONS' MARKET	1856-05/14	ACCT. 1856	5.82
COPY & PRINT, L.L.C.	58606	Office Supplies	27.72
GREAT AMERICA LEASING COR	15315895	Copier Lease	97.26

Vendor Name	Invoice Number	Description	Net Invoice Amount
INTEGRATED TECHNOLOGIES	C21997	Copier Maintenance	22.68
INTEGRATED TECHNOLOGIES	C22040	Copier Maintenance	101.49
US BANK	05/26/14	File Folders	11.16
US BANK	05/26/14	Coffee	9.76
US BANK	05/26/14	Stamps	49.00
01-4170-3600 COMPUTER SOFTWARE			
US BANK	05/26/14	Adobe Acrobat	134.07
01-4170-4200 PROFESSIONAL SERVICES			
EXPRESS PUBLISHING, INC.	2196-05/31/14	Account 2196	948.12
GALENA ENGINEERING, INC.	1318.153-05/14	Plat Checks	747.50
GRANT, SUZANNE	053114	P&Z Minutes 05/27/14	202.50
KETCHUM COMPUTERS, INC.	10391	Computer Maintenance	75.00
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	23.10
01-4170-4500 GEOGRAPHIC INFO SYSTEMS			
BLAINE COUNTY CLERK/RECOR	221	GIS Salary Reimburesment	3,930.75
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	05/26/14	Committed Registration for Joyce	250.00
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM			
ATKINSONS' MARKET	1856-05/14	ACCT. 1856	47.76
01-4170-6510 EVENTS SPONSORSHIPS			
MOUNTAIN SPORTS INTERNATI	052914	Ketchum Events Commission Funding	3,000.00
Total COMMUNITY PLANNING/DEVELOPMENT:			9,794.01
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
COLOR HAUS, INC.	149623	Infrastructure Project	160.81
KETCHUM COMPUTERS, INC.	10390	Infrastructure Project	1,200.00
MURRAY, JO	800	R&PP Outreach	159.50
US BANK	05/26/14	Infrastructure Supplies	825.00
SEAN TAJKOWSKI	051114	Infrastructure Project	3,000.00
ROCKY MOUNTAIN ELECTRIC &	1584	Infrastructure Project	11,320.11
IRONCREEK CONSTRUCTION, L	28	Infrastructure Project	1,451.25
Total CONTINGENCY:			18,116.67
BUILDING			
01-4240-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	5.40
01-4240-3200 OPERATING SUPPLIES			
COPY & PRINT, L.L.C.	58606	Office Supplies	13.86
GREAT AMERICA LEASING COR	15315895	Copier Lease	48.63
INTEGRATED TECHNOLOGIES	C21997	Copier Maintenance	11.34
INTEGRATED TECHNOLOGIES	C22040	Copier Maintenance	50.75
US BANK	05/26/14	File Folders	5.58
US BANK	05/26/14	Coffee	15.71
01-4240-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	4.47

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total BUILDING:			155.74
Total GENERAL FUND:			108,760.67
STREET MAINTENANCE FUND			
STREET			
04-4310-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	66.60
04-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	300.40
04-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	104.81
04-4310-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-391981	Supplies	9.38
ATKINSONS' MARKET	1856-05/14	ACCT. 1856	40.83
BUSINESS AS USUAL	119636	Office & Operating Supplies	226.45
CHATEAU DRUG CENTER	1200320	Supplies	37.99
FASTENAL COMPANY	IDJER48602	Parts & Supplies	5.05
TREASURE VALLEY COFFEE IN	2160:03650953	COFFEE	87.90
04-4310-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	14-389617	Supplies	51.65
ROAD WORK AHEAD CONST. SU	25598	Lute Blades	109.50
04-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	766507	ACCT. 37269	1,707.88
04-4310-4200 PROFESSIONAL SERVICES			
GALENA ENGINEERING, INC.	1318.148-05/14	Street Consulting	1,351.25
MOORE SMITH BUXTON & TUR	50379	1536-51 - Streets	368.56
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	38.76
04-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG			
LHTAC	T2-052714-8	T2 Center Classes	120.00
US BANK	05/26/14	Lodging for Training	166.00
04-4310-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1302485096	ACCT. 74754376	6.86
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	88.20
04-4310-5200 UTILITIES			
INTERMOUNTAIN GAS	119369000011-	ACCT. 11936900-001-1	81.33
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
RIVER RUN AUTO PARTS	6538-72914	Supplies	23.28
RIVER RUN AUTO PARTS	6538-72919	Supplies	19.09
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
FREIGHTLINER OF IDAHO	152803	Parts & Supplies	30.04
NAPA AUTO PARTS	563712	Supplies	70.68
NAPA AUTO PARTS	778253	Supplies	20.79
NAPA AUTO PARTS	778453	Supplies	10.99
NAPA AUTO PARTS	778467	Supplies	31.58

Vendor Name	Invoice Number	Description	Net Invoice Amount
NAPA AUTO PARTS	778648	Supplies	80.52
RIVER RUN AUTO PARTS	6538-72935	Supplies	67.50
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400324455	ACCT. 241076800	32.61
AMERIPRIDE LINEN	2400326649	ACCT. 241076800	68.80
KETCHUM COMPUTERS, INC.	10368	Computer Maintenance	245.00
04-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	14-390797	Supplies	10.77
COATINGS PLUS	6123	Paint	900.00
ECONO SIGNS LLC	10-914908	Signage	164.70
ECONO SIGNS LLC	10-915003	Signage	617.08
04-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315-05	ACCT. 2200059315	5.35
IDAHO POWER	2201013857-05	ACCT. 2201013857	31.52
IDAHO POWER	2204535385-05	ACCT. 2204535385	91.73
IDAHO POWER	2206773224-05	ACCT. 2206773224	11.46
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
D AND L SUPPLY	26961	Supplies	2,088.68
WALKER SAND AND GRAVEL	14174	Road Materials	63.78
Total STREET:			9,655.35
Total STREET MAINTENANCE FUND:			9,655.35
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	45.36
10-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	141.95
10-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	25.76
10-4230-2900 PERFORMANCE AWARDS			
DAVIS EMBROIDERY	22787	Embroider Services	12.50
US BANK	05/26/14	Swearing in Ceremony Reception	21.69
10-4230-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	73672	Uniforms	68.24
BUSINESS AS USUAL	119211	Office & Operating Supplies	16.83
CHATEAU DRUG CENTER	1102777	Supplies	1.25
CHATEAU DRUG CENTER	1194382	Supplies	4.89
CHATEAU DRUG CENTER	1203424	Supplies	32.26
COPY & PRINT, L.L.C.	58606	Office Supplies	6.93
D AND B SUPPLY	200253-05/06/1	Boots	155.00
GREAT AMERICA LEASING COR	15315895	Copier Lease	24.32
INTEGRATED TECHNOLOGIES	C21997	Copier Maintenance	5.67
INTEGRATED TECHNOLOGIES	C22040	Copier Maintenance	25.37
INTERSTATE BATTERY CENTER	24824365	Batteries	18.90
MOUNTAIN WEST BANK	051514	Safe Deposit Box Fee	12.50
UNIFIED OFFICE SERVICES	183729	Office Supplies	55.90

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	05/26/14	File Folders	2.79
US BANK	05/26/14	Coffee	13.28
DAYTIMER	210092441	Office Supplies	40.29
10-4230-3500 MOTOR FUELS & LUBRICANTS			
CHEVRON AND TEXACO CARD	41306453	Acct. 7898225623	38.54
UNITED OIL	766505	ACCT. 37267	289.94
10-4230-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10392	Computer Maintenance	150.00
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	31.29
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
A.C. HOUSTON LUMBER CO.	14-373493	Supplies	71.42
A.C. HOUSTON LUMBER CO.	14-374717	Supplies	62.40
ANCONA, TOM	060314	Travel Expenses	437.42
CANFIELD, TORY	052014	FDIC Registration	510.01
JOHN KENNEDY	050314	Training Services	2,000.00
10-4230-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
US BANK	05/26/14	CRM B- Basic Training	50.00
US BANK	05/26/14	Meeting Expenses - Mike Elle	36.22
10-4230-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	5593577	ACCT. 1.10022032	21.23
UNITED COMMUNICATIONS CO	799728	Repairs	110.05
VERIZON WIRELESS, BELLEVUE	9725206796	ACCT. 765494480-00001	84.56
10-4230-5900 REPAIR & MAINTENANCE-BUILDINGS			
ARBOR CARE	30121	Tree Maintenance	600.00
CHATEAU DRUG CENTER	1196057	Supplies	9.97
CONSOLIDATED ELECTRICAL D	3755-554513	Supplies	48.90
DAVIS EMBROIDERY	22407	Flags	81.80
10-4230-6000 REPAIR & MAINT--AUTOMOTOVE EQU			
RIVER RUN AUTO PARTS	6538-71051	Supplies	2.50
RIVER RUN AUTO PARTS	6538-71963	Supplies	16.95
10-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
CHATEAU DRUG CENTER	1196305	Supplies	8.07
10-4230-6910 OTHER PURCHASED SERVICES			
MAESTRO TECHNOLOGY SOLU	11167	Council Chambers Adds	650.00
MTE COMMUNICATIONS	56983-04/14	DSL	2.65
MTE COMMUNICATIONS	56983-06/14	DSL	2.65
Total FIRE & RESCUE:			6,048.25
Total FIRE & RESCUE FUND:			6,048.25
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	75.24
14-4260-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	288.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	25.76
14-4260-2900 PERFORMANCE AWARDS			
DAVIS EMBROIDERY	22787	Embroider Services	12.50
US BANK	05/26/14	Swearing in Ceremony Reception	21.68
14-4260-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	73672	Uniforms	68.24
BOUNTREE MEDICAL	81439072	Supplies	925.70
BUSINESS AS USUAL	119211	Office & Operating Supplies	16.84
CHATEAU DRUG CENTER	1102777	Supplies	1.25
CHATEAU DRUG CENTER	1194382	Supplies	4.88
COPY & PRINT, L.L.C.	58606	Office Supplies	6.93
D AND B SUPPLY	200253-05/06/1	Boots	154.99
GREAT AMERICA LEASING COR	15315895	Copier Lease	24.31
INTEGRATED TECHNOLOGIES	C21997	Copier Maintenance	5.67
INTEGRATED TECHNOLOGIES	C22040	Copier Maintenance	25.37
INTERSTATE BATTERY CENTER	24824365	Batteries	18.90
MOUNTAIN WEST BANK	051514	Safe Deposit Box Fee	12.50
NORCO	13653754	ACCT. 52355	29.76
NORCO	13654711	ACCT. 54794	232.50
SUN VALLEY, CITY OF	5142014	Backcountry rope rescue equipment	969.75
UNIFIED OFFICE SERVICES	183729	Office Supplies	55.90
US BANK	05/26/14	File Folders	2.79
US BANK	05/26/14	Coffee	13.28
ZOLL MEDICAL CORPORATION	2126790	Supplies	371.25
DAYTIMER	210092441	Office Supplies	40.29
14-4260-3500 MOTOR FUELS & LUBRICANTS			
CHEVRON AND TEXACO CARD	41306453	Acct. 7898225623	38.54
UNITED OIL	766505	ACCT. 37267	299.70
14-4260-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	10392	Computer Maintenance	150.00
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	50.84
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
SAWTOOTH MOUNTAIN GUIDES	05/28/14	Ski Mountaineering Course	850.00
SAWTOOTH MOUNTAIN GUIDES	052814	AIARE Level 1 Avalanche Class	720.00
14-4260-4902 TRAINING/TRAVEL/MTG-FIRE CHIEF			
US BANK	05/26/14	CRM B- Basic Training	50.00
US BANK	05/26/14	Meeting Expenses - Mike Elle	36.21
14-4260-5100 TELEPHONE & COMMUNICATIONS			
GLOBALSTAR USA	5593577	ACCT. 1.10022032	21.24
UNITED COMMUNICATIONS CO	799728	Repairs	110.06
VERIZON WIRELESS, BELLEVUE	9725206796	ACCT. 765494480-00001	105.31
14-4260-5900 REPAIR & MAINTENANCE-BUILDINGS			
ARBOR CARE	30121	Tree Maintenance	600.00
CHATEAU DRUG CENTER	1196057	Supplies	9.96
CONSOLIDATED ELECTRICAL D	3755-554513	Supplies	48.90
DAVIS EMBROIDERY	22407	Flags	81.80

Vendor Name	Invoice Number	Description	Net Invoice Amount
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CHATEAU DRUG CENTER	1195026	Supplies	4.74
CHATEAU DRUG CENTER	1197807	Supplies	2.20
RIVER RUN AUTO PARTS	6538-72276	Supplies	14.95
14-4260-6910 OTHER PURCHASED SERVICES			
MAESTRO TECHNOLOGY SOLU	11167	Council Chambers Adds	650.00
MTE COMMUNICATIONS	56983-04/14	DSL	2.65
MTE COMMUNICATIONS	56983-06/14	DSL	2.65
Total AMBULANCE SERVICE:			7,254.23
Total AMBULANCE SERVICE FUND:			7,254.23
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	60.75
18-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	693.87
18-4510-3100 OFFICE SUPPLIES & POSTAGE			
OFFICE VALUE	481496-001	Office & Cleaning Supplies	20.99
OFFICE VALUE	481942-001	Supplies	7.61
OFFICE VALUE	481961-001	Office & Cleaning Supplies	36.62
OFFICE VALUE	482071-001	Office & Cleaning Supplies	8.85
18-4510-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	18561-04/14	ACCT. 1861	116.99
CHATEAU DRUG CENTER	1199917	Supplies	90.86
CHATEAU DRUG CENTER	1202832	Supplies	10.44
US BANK	05/26/14	First Aid Supplies	168.15
18-4510-3250 RECREATION SUPPLIES			
A.C. HOUSTON LUMBER CO.	14-392201	Supplies	21.75
IDAHO LUMBER & HARDWARE	572442	Line Marker	64.95
KEARNEY, JOHN	052714	Nat-so-pah & Snack Bar	123.53
US BANK	05/26/14	Summer Rec Supplies	2,076.67
WEBB LANDSCAPING	20850	Supplies	71.44
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	18561-04/14	ACCT. 1861	105.60
COSTCO WHOLESALE	16501486	Concession Supplies for the Parks Dept.	288.28
18-4510-3310 STATE SALES TAX-PARK			
STATE TAX COMMISSION	053114	Sales Tax - 05/01/14-05/31/14	1,182.40
18-4510-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	766506	ACCT. 37268	507.14
18-4510-3600 COMPUTER SOFTWARE			
US BANK	05/26/14	Microsoft Software	282.97
18-4510-4200 PROFESSIONAL SERVICES			
BEST WESTERN BLACKFOOT IN	263697	Jim Flott - Community Forestry Consultants	339.96
BROOKS WELDING	9814	Drill Holes in Sculpture Base	20.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
CLEAR CREEK DISPOSAL	804103	ACCT. 56339	27.00
CLEAR CREEK DISPOSAL	811896	ACCT. 56339	31.00
CLEAR CREEK DISPOSAL	811897	ACCT. 56339	15.96
CLEAR CREEK DISPOSAL	811898	ACCT. 56339	9.58
COMMUNITY FORESTRY CONS	052314	TreeWorks Install and Training - split with Hailey	4,742.85
FIVE STEP CARPET CARE	1163	Carpet Cleaning at Parks Department	300.00
LUNCEFORD EXCAVATION, INC.	5425	Sidewalk Repair	574.29
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	31.78
SENTINEL FIRE & SECURITY, IN	179306	Quartelry Monitoring Fee	90.00
WILRO PLUMBERS LLC	5719	Service Call	90.00
TIM NORMAN	052914	Sculpture Stipend for Art on Fourth	500.00
JACOB NOVINGAR	052914	3 Art Sculptures for Art on Fourth	1,500.00
PAT KILBY	053014	Cover Art Installation	500.00
18-4510-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1302485096	ACCT. 74754376	12.43
18-4510-5200 UTILITIES			
IDAHO POWER	2201272487-05	ACCT. 2201272487	67.66
IDAHO POWER	2203538992-05	ACCT. 2203538992	14.45
IDAHO POWER	2206452274-05	ACCT. 2206452274	287.95
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	105.61
INTERMOUNTAIN GAS	115345000018-	ACCT. 11534500-001-8	130.47
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.08
INTERMOUNTAIN GAS	807350253157-	Acct. 80735025-315-7	2.06
18-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
CAR DOCTOR	6353	Repairs	245.00
INTERMOUNTAIN AUTO GLASS	3814-O	Replace Windshield	420.00
18-4510-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	83492	Snow Engine Key	3.08
18-4510-6510 COMMUNITY SPECIAL EVENTS			
A.C. HOUSTON LUMBER CO.	14-389759	Supplies	34.68
JULIAN TYO	052914	Ketchum Wide Open	200.00
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-389720	Supplies	28.09
A.C. HOUSTON LUMBER CO.	14-389759	Supplies	5.60
A.C. HOUSTON LUMBER CO.	14-390371	Supplies	19.98
A.C. HOUSTON LUMBER CO.	14-390503	Supplies	3.95
A.C. HOUSTON LUMBER CO.	14-390514	Supplies	2.04
A.C. HOUSTON LUMBER CO.	14-390545	Supplies	3.66
LUTZ RENTALS	36294	Supplies	239.99
LUTZ RENTALS	W1307	Service	61.84
MOSS GARDEN CENTER	111745	Small Bark	14.38
PIPECO, INC.	132685	Supplies	15.57
PIPECO, INC.	132746	Supplies	13.86
PIPECO, INC.	132995	Supplies	17.16
PIPECO, INC.	133099	Supplies	46.61
PIPECO, INC.	133242	Supplies	3.34
PIPECO, INC.	133327	Supplies	43.36
PIPECO, INC.	133420	Supplies	15.61
PIPECO, INC.	133432	Supplies	28.66
PIPECO, INC.	133521	Supplies	49.00
RIVER RUN AUTO PARTS	6538-72875	Supplies	5.99
SAWTOOTH WOOD PRODUCTS, I	83491	Mowers	1,060.20

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	05/26/14	Propane Cylinder & Torch	164.27
18-4510-9930 PARK & REC FUND OP.CONTINGENCY			
US BANK	05/26/14	Meeting Expenses	46.70
Total PARKS AND RECREATION:			18,127.61
Total PARKS AND RECREATION FUND:			18,127.61
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	9.90
22-4910-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	175.70
22-4910-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	18.04
22-4910-4200 PROFESSIONAL SERVICES			
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	7.61
Total LOCAL OPTION SALES TAX :			211.25
Total LOCAL OPTION SALES TAX FUND:			211.25
WATER FUND			
WATER EXPENDITURES			
63-4340-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	49.95
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	1,481.67
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	200.08
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400325977	ACCT. 241076901	19.16
AMERIPRIDE LINEN	2400325978	ACCT. 241076900	68.99
INTEGRATED TECHNOLOGIES	C22448	Copier Maintenance	14.93
TREASURE VALLEY COFFEE IN	2160:03623126	COFFEE	52.50
63-4340-3800 CHEMICALS			
USA BLUEBOOK	349644	Supplies	112.38
63-4340-4200 PROFESSIONAL SERVICES			
ALPINE TREE SERVICE	18418	Tree Maintenance	1,100.00
CASELLE, INC.	57888	CONTRACT SUPPORT	322.89
KETCHUM COMPUTERS, INC.	10369	Computer Maintenance	790.25
MOORE SMITH BUXTON & TUR	50369	1536-46 Big Wood Golf Course - Water Rights	58.00
MOORE SMITH BUXTON & TUR	50376	1536-03 - General	1,230.00
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	37.22

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
US BANK	05/26/14	AIC Conference Registration - Robyn	145.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1302485096	ACCT. 74754376	10.30
VERIZON WIRELESS, BELLEVUE	9725173189	ACCT. 365516521-00001	102.60
63-4340-5200 UTILITIES			
IDAHO POWER	2206786259-05	ACCT. 2206786259	100.70
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-72451	Oil Filter	4.54
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	14-378063	Supplies	9.58
A.C. HOUSTON LUMBER CO.	14-378977	Supplies	30.99
A.C. HOUSTON LUMBER CO.	14-389653	Supplies	25.62
EVANS PLUMBING INC	52116	Services	127.50
PIPECO, INC.	132543	Supplies	6.53
PIPECO, INC.	132551	Supplies	7.10
WEBB LANDSCAPING	20700	Sod	249.50
WEBB LANDSCAPING	20740	Sod	69.86
WEBB LANDSCAPING	20750	Seed	18.70
YORK'S AUTO SERVICE, DICK	61679	Towing	125.00
SUBSURFACE LOCATORS INC.	14164	Aluminum Base Plate	40.00
Total WATER EXPENDITURES:			6,471.82
Total WATER FUND:			6,471.82
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, INC.	590795	Supplies	3,028.12
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	5401	Repair Water Line	1,958.32
LUNCEFORD EXCAVATION, INC.	5425	Sidewalk Repair	574.29
Total WATER CIP EXPENDITURES:			5,560.73
Total WATER CAPITAL IMPROVEMENT FUND:			5,560.73
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2500 HEALTH INSURANCE-CITY			
STARLEY-LEAVITT INS. AGENC	425532	Consulting Fee	94.95
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	4,333.28
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP-0115548	HRA Claims	209.22
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400325976	ACCT. 241021000	139.37

Vendor Name	Invoice Number	Description	Net Invoice Amount
AMERIPRIDE LINEN	2400325977	ACCT. 241076901	19.16
CHATEAU DRUG CENTER	1197389	Supplies	9.20
CHATEAU DRUG CENTER	1202153	Supplies	11.39
CHATEAU DRUG CENTER	1202823	Supplies	8.16
INTEGRATED TECHNOLOGIES	C22448	Copier Maintenance	14.93
TREASURE VALLEY COFFEE IN	2160:03623136	COFFEE	122.65
UNITED OIL	766508	ACCT. 37270	136.26
UPS STORE #2444	050114	Shipping	133.90
65-4350-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	57888	CONTRACT SUPPORT	322.89
KETCHUM COMPUTERS, INC.	10369	Computer Maintenance	140.25
NBS-NATIONAL BENEFIT SERVI	455969	HRA Admin Fees	65.62
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	3125	Training	100.00
US BANK	05/26/14	Meeting Expenses	38.33
US BANK	05/26/14	AIC Conference Registration - Robyn	145.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	1302485096	ACCT. 74754376	12.38
CENTURY LINK	2087268953402	ACCT. 208-726-8953 402b	47.18
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
LES SCHWAB	11700155817	Battery	109.95
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	132483	Supplies	49.30
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400325976	ACCT. 241021000	24.59
INTEGRATED TECHNOLOGIES	C22448	Copier Maintenance	5.27
KETCHUM COMPUTERS, INC.	10369	Computer Maintenance	49.50
TREASURE VALLEY COFFEE IN	2160:03623136	COFFEE	21.65
UNITED OIL	766508	ACCT. 37270	221.66
Total WASTEWATER EXPENDITURES:			6,586.04
Total WASTEWATER FUND:			6,586.04
WASTEWATER CAPITAL IMPROVE FND			
WASTEWATER CIP EXPENDITURES			
67-4350-7600 MACHINERY AND EQUIPMENT			
SPECIALTY PLASTICS & FAB. I	59968	Scrubber Pump	1,084.65
67-4350-7804 AERATION BLOWER UPGRADE/REPLAC			
A.C. HOUSTON LUMBER CO.	14-390059	Supplies	158.45
PLATT	E337026	Supplies	869.12
PLATT	E345390	Supplies	183.47
PLATT	E345415	Supplies	51.69
PLATT	E351849	Supplies	226.14
PLATT	E355449	Supplies	94.67
Total WASTEWATER CIP EXPENDITURES:			2,668.19
Total WASTEWATER CAPITAL IMPROVE FND:			2,668.19

Vendor Name	Invoice Number	Description	Net Invoice Amount
Grand Totals:			171,344.14

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	6/2/2014
Bigwood Bread Café	X		X			6/16/2014
Wonderful House	X		X			6/16/2014
Lefty's Bar & Grill	X	X	X			6/16/2014
Warm Springs Lodge	X				X	6/16/2014
River Run Lodge	X				X	6/16/2014
Wise Guy Pizza	X		X			6/16/2014
Grumpy's	X		X			6/16/2014
Grill at Knob Hill	X				X	6/16/2014
Globus	X				X	6/16/2014
Barbara's Party Rentals, Inc		X		X		6/16/2014

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:

\$ 400.00

STATE LICENSE NO

1 COUNTY LICENSE NO.

(copies attached)

Within the City of Ketchum, Idaho, at the place of business described below, and tenders herewith the license fee as provided by law.

The following is a true and correct statement of the nature, place, ownership and management of the business for which this application is made and of the qualifications of the applicant:

Name of Applicant

BIGWOOD BREAD LLC

D/B/A

BIGWOOD BREAD CAFE

Mailing Address

PO Box 6332, Ketchum, ID 83340

Phone Number

208-720-8121

Physical Address of business where license will be displayed

380 EAST AVE North, Ketchum ID 83340

Record owner of the property

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:

Bigwood Bread LLC

145 Golden Eagle Dr S. Hailay 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

Rita Gollcher

Relation to Business

owner

Subscribed and sworn to before me this day of .

Notary Public or City Clerk or Deputy

License Fee Received \$

400.00 K.S.

License No.

1689A

Approved by City of Ketchum, ID

By

Mayor

June 16, 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: | | \$ 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 Tom Lau

D/B/A Wonderful House

Mailing Address Box 6380 Ketchum

Phone Number 726-2688

Physical Address of business where license will be displayed 531 Main ST N

Record owner of the property Scott Carson

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: Tom Lau Box 6380 Ketchum, ID 83340

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 Schwabberger
Notary Public or City Clerk or Deputy

License Fee Received \$ 400 KS

License No. 801A

Approved by City of Ketchum, ID _____

By _____ Mayor

June 16, 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 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 |
| | ___ Wine, NOT to be consumed on premises: | \$ 200.00 |
| 3. | LIQUOR LICENSE | |
| | ___ Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>450</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 Lefty's Inc.
D/B/A Lefty's Bar + Grill
Mailing Address P.O. Box 3899
Phone Number 726-2541

Physical Address of business where license will be displayed 231 6th St, Ketchum, ID 83340

Record owner of the property Dolphin Properties

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)

Dave Hausmann, President Box 4436 Ketchum, ID Martha Hausmann, Secretary Box 1283, Ketchum, 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 Dave Hausmann

Relation to Business owner

Subscribed and sworn to before me this 29 day of March, 2014.

Notary Public or City Clerk or Deputy

TAMMY WILSON
Notary Public
State of Idaho

License Fee Received \$ 450.00

License No. 351A

Approved by City of Ketchum, ID _____

June 16th, 2014

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
<input checked="" type="checkbox"/> 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
<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 Sun Valley Company
 D/B/A Warm Springs Lodge
 Mailing Address P.O. Box 10 Sun Valley, ID 83353
 Phone Number 208-622-4111

Physical Address of business where license will be displayed 201 Picabo Street

Record owner of the property Sun Valley Resorts

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)

Please See Attachment

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

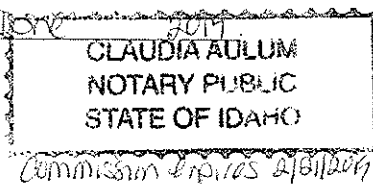
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant [Signature]

Relation to Business Vice President / GM

Subscribed and sworn to before me this 2nd day of June, 2014

[Signature]
 Notary Public or City Clerk or Deputy



License Fee Received \$ 760.00 KS

License No. 49A

Approved by City of Ketchum, ID _____

By _____ Mayor

June 16, 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>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 Sun Valley Company
 D/B/A River Run Lodge
 Mailing Address P.O. Box 10 Sun Valley, ID 83353
 Phone Number 622-4111

Physical Address of business where license will be displayed 500 River Run Plaza

Record owner of the property Sun Valley Resorts

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)

Please See Attachment

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 Carl Sch

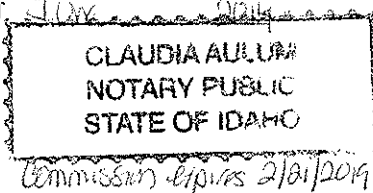
Relation to Business Vice President / GM

Subscribed and sworn to before me this 20 day of June, 2014

Notary Public or City Clerk or Deputy

License Fee Received \$ 760.00 K.S.

License No. 1339A



Approved by City of Ketchum, ID _____

By _____ Mayor

June 16th, 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. 0294 COUNTY LICENSE NO. 43 (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 DIRTY BIRD'S LLC

D/B/A WISEGUY PIZZA PTE

Mailing Address 315 E. CARBONATE HAILLY, ID 83833

Phone Number 200-720-0564

Physical Address of business where license will be displayed 460 SUN VALLEY RD

Record owner of the property POKAN VENTURES

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: ERIK HEIDON 315 E. CARBONATE, HAILLY
PAUL BURK 315 E. CARBONATE HAILLY TIM FARLEY 140 BORDEAUX ST. KETCHUM

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

Subscribed and sworn to before me this 5 day of June, 2014

[Signature] 7/25/2017
 Notary Public or City Clerk or Deputy

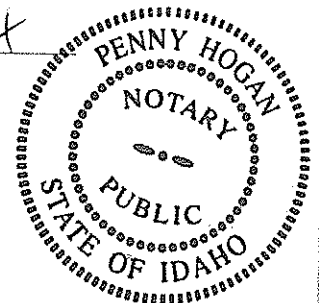
License Fee Received \$ 400.00 K.S.

License No. 1209A

Approved by City of Ketchum, ID [Signature]

June 16, 2014

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 | 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: | | \$ | 400.00 |

STATE LICENSE NO. 1347 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 Grumpy's, Inc.
 D/B/A Grumpy's
 Mailing Address 100 S. Hiawatha, Hailey, ID 83333
 Phone Number 720-3171

Physical Address of business where license will be displayed 8100 Warm Springs Road

Record owner of the property G.G. Enterprises

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)

Peter Prekeges; 100 S. Hiawatha, Hailey, ID 83333

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 Peter Prekeges Relation to Business President

Subscribed and sworn to before me this 4th day of June 2014.

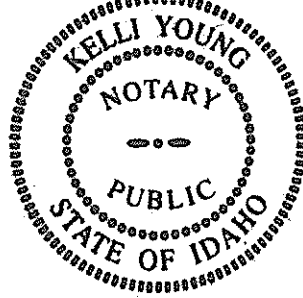
Notary Public or City Clerk or Deputy

License Fee Received \$ 400.00 KS

License No. 38A

Approved by City of Ketchum, ID _____

By _____ Mayor



June 16, 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 |
| | ___ 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 | |
| | <input checked="" type="checkbox"/> Liquor by the drink | \$ 560.00 |

Total Due: \$ 760.00

STATE LICENSE NO. 3875 COUNTY LICENSE NO. 128 (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 Dunn Deal LLC
 D/B/A Grill at Knob Hill
 Mailing Address Po Box 3352, Ketchum, Id. 83340
 Phone Number 208 726-8004
 Physical Address of business where license will be displayed 960 N. Main St. Ketchum
 Record owner of the property KHI

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)

Jolie Dunn, Robert Dunn, Po Box 3352 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 [Signature]

Relation to Business Member

Subscribed and sworn to before me this 6 day of June, 2014

Kathleen Schwab-Beninger
 Notary Public or City Clerk or Deputy

License Fee Received \$ 760.00 K.S.

License No. 1352A

Approved by City of Ketchum, ID ___

By _____ Mayor

June 16, 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
<input checked="" type="checkbox"/> Draft or Bottled or Canned Beer, to be consumed on premises
_____ Bottled or Canned Beer, NOT to be consumed on premises | Fee
\$ 200.00

\$ 50.00 |
| 2. | WINE LICENSE
_____ Wine, to be consumed on premises:
_____ Wine, NOT to be consumed on premises: | \$ 200.00
\$ 200.00 |
| 3. | LIQUOR LICENSE
<input checked="" type="checkbox"/> Liquor by the drink | \$ 560.00 |
| Total Due: | | \$ <u>760⁰⁰</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 Globus Spice Inc
 D/B/A Globus Restaurant
 Mailing Address P.O. Box 4797 Ketchum Id
 Phone Number 208-726-1301 or 720-5971
 Physical Address of business where license will be displayed 131 N. Washington Ave
 Record owner of the property 131 Washington LLC (~~EST~~ William Weidner III)

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)

Wendy Muir P.O. Box 4797 Ketchum Id 83340

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

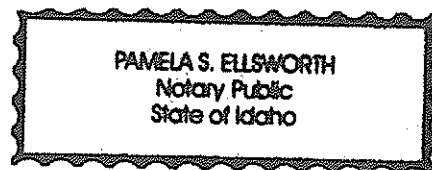
The undersigned hereby acknowledges and consents that the license(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Wendy Muir

Relation to Business Owner

Subscribed and sworn to before me this 9th day of JUNE 2014

Pamela S. Ellsworth
 Notary Public or City Clerk or Deputy



License Fee Received \$ 760⁰⁰

License No. 394A

Approved by City of Ketchum, ID _____

By _____ Mayor

June 16, 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 |
| | ___ 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 | |
| | ___ 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: \$ 250.00

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 BARBARA AMICK

D/B/A BARBARA'S PARTY RENTALS, INC

Mailing Address Box 1829 SUN VALLEY, ID 83353

Phone Number 208-720-1433

Physical Address of business where license will be displayed 221 NORTHWOOD WAY SUITE B500

Record owner of the property 4911 AD 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)

BARBARA AMICK Box 323 S.V. ID 83353, MARK SMITH Box 2678 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 Barbara Amick Relation to Business OWNER

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

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 250.00

License No. 281A

Approved by City of Ketchum, ID _____

By _____ Mayor

June 16, 14