



CITY OF KETCHUM, IDAHO

****SPECIAL MEETING** CITY COUNCIL**

Thursday, July 09, 2026, 3:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/82286146000>

Webinar ID: 822 8614 6000

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Mayor Pete Prekeges

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

PUBLIC COMMENT:

1. In-Person/Virtual
2. Previously Submitted

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

CONSENT AGENDA:

ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

3. Recommendation to approve minutes of ****SPECIAL MEETING**** City Council/Budget Workshop, June 16, 2026 - City Clerk Trent Donat

- [4.](#) Recommendation to approve minutes of City Council, June 25, 2026 - City Clerk Trent Donat
- [5.](#) Recommendation to approve minutes of ****SPECIAL MEETING**** City Council, June 25, 2026 - City Clerk Trent Donat
6. Authorization and approval of the payroll register - Director of Finance Brent Davis
- [7.](#) Authorization of disbursement of funds from the City's Treasury for the payment of bills - Director of Finance Brent Davis
- [8.](#) Recommendation to approve Alcohol Beverage License Applications - Business & Tax Specialist Kelsie Choma
- [9.](#) Recommendation to approve landscape agreement 27009 with Idaho Foundation for Parks and Lands – Director of Public Works Ben Whipple
- [10.](#) Approval of lease agreement 27022 with the Environment Resource Center at Forest Service Park - Director of Public Works Ben Whipple
- [11.](#) Recommendation to approve event street closure for Hometown Olympians & Paralympians Event - Director of Community Engagement Daniel Hansen

NEW BUSINESS:

- [12.](#) Recommendation to appoint Josh Stanek as City Attorney – Mayor Pete Prekeges
- [13.](#) Discussion regarding ARCH project at 180 Leadville: City partnership & FAR Exceedance Amendment (140 West 2nd Street) – Housing Policy & Program Strategist Rian Rooney
- [14.](#) Briefing regarding preparedness for 2026 wildfire season - Ketchum Fire District Chief Jack Neiman-Kimel

EXECUTIVE SESSION:

15. Idaho Code 74-206(1)(c) - To acquire an interest in real property not owned by a public agency.

ADJOURNMENT:

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Saturday, June 27, 2026 12:16 PM
To: Peter Prekeges; Tripp Hutchinson; Matthew McGraw; Participate; Randy Hall; Spencer Cordovano
Subject: Public Submission: Ketchum Should Exit the Affordable Housing Business: Support Workers, Not Housing Bureaucracies.
Attachments: Ketchum_Exit_Affordable_Housing_June_2026.pdf

Dear Mayor and Council Members,

I respectfully submit this document for your consideration and request that it be included in the public record for the next regular City Council meeting.

The essay acknowledges the legitimate workforce housing challenges facing Ketchum while offering an alternative policy perspective regarding the City's present role in affordable housing development and administration. It argues that municipal resources may be more effectively directed toward broader worker-support initiatives, transportation improvements, and other measures that assist a larger segment of the local workforce.

The purpose of this submission is to contribute constructively to the ongoing public discussion concerning housing policy and the long-term allocation of municipal resources.

Thank you for your consideration and for your service to the community.

Regards,

James Hungelmann

Ketchum Should Exit the Affordable Housing Business:

Support Workers, Not Housing Bureaucracies

June 2026

The Problem Is Real — But the Current Approach Is Not Working

No one seriously disputes that Ketchum faces workforce housing challenges. Teachers, police officers, firefighters, restaurant employees, healthcare workers, retail workers, and tradesmen all help make this community function.

The question is not whether a problem exists; rather, it is whether the City of Ketchum is the appropriate institution to solve it through an ever-expanding affordable housing bureaucracy.

Increasingly, the evidence suggests that the answer is no.

Ketchum should begin gradually reducing its direct involvement in affordable housing programs and instead redirect public resources toward direct worker support, regional transportation, and cost-of-living assistance that benefits a far broader segment of the workforce.

Housing Is a Specialized and Complex Business

Housing development, finance, and long-term property management are highly specialized disciplines. They require expertise in real estate economics, land acquisition, financing, construction, risk management, and asset management.

Municipal governments, however well intentioned, are not typically designed to function as real estate developers, landlords, or housing investment firms.

This is not a criticism of individual elected officials or staff. Most public servants are dedicated and conscientious. But housing development is extraordinarily difficult, and municipalities across the country often struggle to perform it efficiently.

Government programs are funded through taxes, fees, grants, and dedicated revenue streams. The market disciplines that force efficiency in the private sector are typically weaker or absent altogether.

Affordable housing programs create substantial administrative complexity. These programs require applications, income verification, eligibility standards, deed restrictions, resale formulas, compliance monitoring, audits, consultants, legal review, enforcement procedures, and continuing staff oversight. Every new rule generates additional administration. Every additional program requires more personnel, more procedures, and more expense.

The City is not merely supporting housing. It is creating and maintaining a permanent administrative apparatus devoted to housing programs. Every dollar spent administering the system is a dollar not

going directly to workers. These administrative requirements create substantial overhead while simultaneously increasing the risk of inconsistency, favoritism, and regulatory disputes.

By contrast, direct worker-support programs such as transportation subsidies, commuter assistance, vanpools, and regional transit funding can often be administered with considerably less complexity and overhead.

Ketchum's Historical Performance Should Be Evaluated Honestly

Before expanding any program, the public should ask a simple question: What has been the City's historical performance?

The City has estimated that Ketchum will require roughly 660 to 980 additional housing units over the next decade. The Housing Action Plan established a goal of creating or preserving approximately 660 homes by 2032. Yet City reports indicate that only a fraction of those units have been produced or preserved thus far.

At the same time, the City continues to devote substantial financial and administrative resources to these efforts, raising legitimate questions about cost-effectiveness and institutional capacity. The disparity between stated goals and actual production warrants a careful reassessment of both strategy and institutional capacity.

Good intentions are not enough. Results matter. Public policy should be evaluated by outcomes, not intentions alone. By the City's own measures, current production remains well below projected need, suggesting that existing municipal programs have not materially altered housing markets at the scale originally envisioned.

If a private company spent years attempting to solve a problem, consumed substantial resources, expanded administrative programs, and still fell well short of its objectives, investors would demand a serious performance review before providing additional funding. Public programs should be subject to no less scrutiny.

How many units have actually been produced? What has been the cost per unit? How much money has gone to administration? Have these programs materially improved affordability? Those metrics should be reported annually through a standardized public performance dashboard so taxpayers can evaluate program effectiveness.

Until those questions are answered through an independent performance audit, expanding existing programs risks producing more of the same disappointing results.

Critics correctly note that resort markets often fail to produce sufficient workforce housing without some form of public intervention. That concern deserves serious consideration, and some limited public role may remain appropriate. Yet good intentions cannot become a substitute for measurable success. Programs that repeatedly fail to achieve broad affordability should be reevaluated, not automatically expanded.

The Workforce Is Regional

The Wood River Valley already functions as a regional economy.

Many people who work in Ketchum live in Hailey, Bellevue, Carey, Shoshone, Twin Falls, and elsewhere. That reality is unlikely to change, nor should it necessarily be viewed as a failure.

Regional labor markets are common throughout the United States. Many successful metropolitan and resort economies rely upon daily commuting patterns extending well beyond municipal boundaries.

The public purpose should be to make it feasible for people to work in Ketchum and participate in the regional economy—not to guarantee every employee a Ketchum address.

Ketchum should embrace this reality rather than attempting to reshape it.

Scarce Land Should Be Used Strategically

Ketchum is geographically constrained. Buildable land within the city is limited, and parcels located in or near the downtown core are among the community's most valuable assets.

Every decision to dedicate prime land to a particular use necessarily forecloses alternative uses. Economists call this opportunity cost.

Before subsidizing or reserving scarce property for affordable housing, the City should ask whether it is being put to its highest and best public use—economically, fiscally, and socially. Prime locations within the city core may sometimes produce greater community benefit through commercial activity, mixed-use development, public amenities, or other uses that strengthen the tax base and support the broader economy.

In a resort community with limited land, policymakers should be cautious about allocating scarce, high-value parcels in ways that may not maximize overall community benefit, particularly when such policies produce relatively few housing units at substantial public expense while sacrificing alternative economic opportunities.

A Better Alternative: Support Workers Directly

Rather than continuing to expand municipal housing programs, Ketchum should redirect housing revenues toward direct worker support.

Potential initiatives include expanded regional public transportation, additional support for Mountain Rides, employee commuter subsidies, vanpool programs, park-and-ride facilities, winter commuting assistance, childcare support, and direct workforce grants.

These approaches could assist hundreds of workers at a fraction of the cost of constructing, subsidizing, or managing housing units.

Such programs would also avoid the difficult and often divisive process of determining who receives scarce subsidized housing and who does not.

Worker support should follow workers—not housing units.

A prosperous resort community depends upon economic diversity. Ketchum requires workers at every income level, but it also depends upon visitors, entrepreneurs, retirees, business owners, investors, and residents whose economic activity supports local commerce and generates much of the tax revenue upon which the City relies.

The proper role of government is to foster a prosperous, accessible, and economically vibrant regional economy that benefits everyone.

Conclusion

Ketchum does not need to become a housing developer. Nor does it need to become a landlord, a real estate investment company, or a permanent housing bureaucracy.

To date, the City's efforts have not demonstrated an ability to produce broad affordability at the scale originally envisioned, and simply expanding existing programs is unlikely to produce dramatically different results without substantial reassessment.

The City should recognize its institutional limitations, focus on its core governmental responsibilities, and redirect more resources toward direct worker support, transportation, and regional mobility.

Ketchum does not need to house everyone who works here.

It does, however, need to support the people who make this community work.

Respectfully,

James Hungelmann
The White Room LLC

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Saturday, June 27, 2026 11:37 AM
To: Peter Prekeges; Tripp Hutchinson; Matthew McGraw; Randy Hall; Spencer Cordovano; Participate
Subject: Fwd: Public Submission: The Sheriff's Constitutional Oath
Attachments: The_Sheriff's_Oath_June_2026.pdf

Dear Mayor and City Council Members,

Attached please find a copy of an opinion essay entitled, "The Sheriff's Constitutional Oath: Technology May Change, but the Oath Does Not" for inclusion in the public record of your next meeting.

This essay was submitted today to the Blaine County Commissioners and Sheriff Ballis for consideration and inclusion in the public record. Because the issues discussed involve constitutional governance, emerging surveillance technologies, transparency, and democratic accountability in local law enforcement, I am providing this copy for your information and consideration as well.

Respectfully submitted,

James Hungelmann
The White Room LLC

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

De: James Hungelmann <jim.hungelmann@gmail.com>
Date: sáb, 27 jun 2026 a las 11:32
Subject: Public Submission: The Sheriff's Constitutional Oath
To: <commissioners@co.blaine.id.us>, <sheriff@co.blaine.id.us>, <mdavis@co.blaine.id.us>, <lmollineaux@co.blaine.id.us>, Angenie McCleary <amccleary@co.blaine.id.us>

Dear County Commissioners and Sheriff Ballis,

Attached please find an opinion essay entitled, "The Sheriff's Constitutional Oath: Technology May Change, but the Oath Does Not" that is hereby submitted for consideration and inclusion in the public record of the next Commissioners' meeting.

The essay offers observations concerning constitutional governance, emerging surveillance technologies, transparency, and democratic accountability in local law enforcement. It is respectfully submitted in the spirit of constructive civic engagement and ongoing public discussion.

Recent public discussions concerning surveillance technologies and interagency cooperation suggest that these issues are of legitimate interest to citizens throughout Blaine County. Because these questions affect both county and municipal governments, I am submitting copies by separate email to the various city councils within Blaine County for their information and consideration.

Respectfully submitted,

James Hungelmann

The Sheriff's Constitutional Oath:

Technology May Change, but the Oath Does Not

June 2026

The office of sheriff occupies a unique place in American constitutional government. Unlike many public officials, the sheriff is directly elected by the people and sworn not merely to enforce laws, but to support and defend the Constitution of the United States and the Constitution of the State of Idaho.

That distinction matters.

As law-enforcement agencies across the nation acquire increasingly sophisticated technologies—automated license plate readers, networked cameras, drones, data-sharing platforms, predictive analytics, and AI-assisted databases—communities must ask a fundamental question: What is the proper constitutional role of the sheriff in an age of expanding surveillance capabilities?

Regardless of how impressive modern technology may be, and regardless of how often Americans are told that we must keep pace with emerging threats or foreign competitors, the first duty of government is not technological competition. It is constitutional fidelity.

This country was not founded as a laboratory for domestic surveillance. It was founded as a constitutional republic built upon liberty, limited government, and the protection of individual rights. The existence of a technological capability does not, by itself, create either the moral or constitutional authority to employ it.

Technology may change. Threats may change. Public fears may change.

The sheriff's oath does not.

To protect the Constitution does not merely mean enforcing criminal statutes. It also means protecting the structure of liberty itself—due process, privacy, freedom of speech, freedom of association, property rights, and the presumption that citizens are free people rather than subjects to be continuously cataloged, tracked, analyzed, or quietly entered into government databases.

Law enforcement should certainly understand emerging technologies. Public officials should know what tools exist, how they operate, what benefits they may provide, and what risks they may present. But awareness is not synonymous with adoption.

The higher duty is to ensure that governmental power remains subordinate to constitutional principles.

Modern law enforcement increasingly operates within a broader homeland-security and emergency-management culture that emphasizes preparedness, intelligence-sharing, technological capability, and threat response. Those functions may be necessary. But constitutional liberty cannot become merely another operational consideration. The Constitution is not a box to be checked after new powers have been acquired. It is the framework within which all governmental action must exist.

Throughout American history, many sheriffs have asserted an independent obligation to evaluate governmental action in light of constitutional limitations. The most instructive examples are not those in which sheriffs imagine themselves above the law, but those in which they insist that law enforcement itself remain subordinate to constitutional boundaries.

The proper lesson is not sheriff supremacy. It is constitutional subordination: every sheriff, every deputy, every technology, every database, every emergency measure, and every public-safety initiative must remain subordinate to the Constitution.

The concern facing communities today is not limited to one camera system, one vendor, or one sheriff's office. It involves a much larger architecture that is quietly spreading across the nation.

Individually, technologies such as license plate readers, networked cameras, drones, and shared intelligence systems may appear reasonable and useful. Taken together, however, they possess the capacity to create a permanent system capable of monitoring movement, association, political activity, religious participation, and other aspects of the ordinary private lives of citizens.

That is why these decisions should not be treated merely as purchasing decisions. They are constitutional decisions.

The danger is incremental: one camera becomes a network; one network becomes a database; one database becomes an intelligence platform; one emergency becomes a precedent; and one exception becomes a permanent program.

History suggests that once such machinery is in place, pressures to expand its use frequently grow. Systems introduced for one purpose may later be repurposed for entirely different purposes by future officials operating under different circumstances. Constitutional government therefore requires caution before such systems become permanent features of local life.

Recent experience has reminded many Americans that emergency conditions can sometimes produce governmental overreach affecting fundamental civil liberties. Whatever one's views regarding the COVID era, that period demonstrated an enduring principle: constitutional safeguards become more important during emergencies, not less important—and never to be set aside.

Public officials must be able to respond to genuine crises. But emergency authority should always be clearly defined, publicly explained, narrowly exercised, subject to meaningful review, and constrained by constitutional boundaries.

Fear and urgency are often poor substitutes for constitutional process.

Transparency is indispensable.

Citizens are entitled to know what technologies are being used, what problems they are intended to solve, what information is collected, who may access that information, how long it is retained, and what safeguards exist to prevent misuse.

These are not anti-police questions. They are constitutional questions.

The recent public town hall addressing both immigration-related concerns and Flock camera technology demonstrates that these issues are matters of legitimate public concern in Blaine County. Citizens are interested not merely in whether such systems are effective, but in how they operate, who may access collected information, and what safeguards exist to protect constitutional rights. Such inquiry should not be viewed as opposition to law enforcement. It is the ordinary functioning of self-government.

Public confidence cannot rest solely upon official assurances. Trust is strengthened when governmental power is accompanied by transparency, written policies, public participation, independent review, and meaningful accountability.

Because sheriffs are independently elected constitutional officers, ordinary political oversight is often limited. That independence serves important purposes, including insulating criminal investigations from improper influence. But independence does not eliminate the need for public scrutiny, written policies, meaningful civilian oversight, and robust public participation when surveillance technologies and interagency systems are proposed.

Ultimately, this issue is not about any particular officeholder or any specific technology. It is about whether local communities remain capable of protecting themselves from governmental systems that are powerful, opaque, and easily expanded.

For many citizens, the Sheriff's Office represents the last local line of defense against the unchecked growth of governmental power. The sheriff should not become merely the local operator of increasingly sophisticated surveillance systems. He should be the local official most willing to ask whether the technology belongs here at all, and what safeguards are necessary to protect innocent citizens if it does.

The American constitutional system was never intended to depend upon blind trust in public officials. It was designed upon the assumption that power itself requires limits, transparency, and accountability.

Responsible citizens should not be asked to place blind trust in any official, present or future, who possesses the ability to monitor innocent movement without strict limitations, transparency, and accountability.

The issue is not whether one trusts the current sheriff. The issue is whether any sheriff should exercise such authority without clear rules, public reporting, independent oversight, and enforceable consequences for misuse.

The American answer to authoritarianism is not to become a more efficient version of it.

The American answer is to remain America: constitutional, transparent, accountable, and jealous of liberty.

And so we ask the Blaine County Commissioners to discontinue funding for the Flock camera program and to refrain from appropriating any additional taxpayer funds for automated license-plate surveillance. The constitutional duty of local government is not merely to adopt every available technology, but to preserve liberty while providing public safety. Many citizens believe that permanent automated surveillance networks exceed what a free people should accept in ordinary civic life.

Technology may change.

The oath does not.

James Hungelmann
The White Room LLC

Dawn Hofheimer

From: Elise orban <eliseorban@comcast.net>
Sent: Saturday, June 27, 2026 6:02 AM
To: Participate
Subject: LOT Tax

Follow Up Flag: Follow up
Flag Status: Flagged

Stop taxing locals! Let us see where are taxes are going!
Elise Orban

“Go out in the world and do good”

Celebrating Liberty? Not Without First Reckoning

As Idaho and the nation commemorate the 250th anniversary of the American founding, leaders, dignitaries, and policy experts are gathering in Sun Valley to discuss liberty, self-government, and the American experiment.

One of the featured speakers is Governor Brad Little. The conference is being held at the Argyros Performing Arts Center in Ketchum.

For many Idahoans, particularly in the Wood River Valley, those facts are not merely ironic. They are deeply troubling.

Can institutions and public officials that led, participated in, promoted, or acquiesced in the unprecedented restrictions of the COVID era credibly celebrate American liberty without first confronting what occurred?

Many Idahoans believe the answer is a resounding no.

This is not simply a debate about COVID. It is a constitutional question.

At the 250-year mark of American history, this should be a moment of heightened constitutional awareness, not constitutional forgetfulness.

Instead, during COVID, many Americans witnessed what they regard as one of the most sweeping restrictions of constitutional liberty in modern American history, carried out not by foreign enemies, but by domestic institutions and public officials entrusted with protecting those very liberties.

The American system was designed precisely for times of fear and crisis. The Founders understood that emergencies create enormous pressure for citizens to surrender liberty in exchange for promises of safety. For that reason, constitutional government requires due process, transparency, evidence, public debate, and meaningful limitations on governmental power.

During the COVID period, many of those safeguards appeared to vanish almost overnight.

Executive orders proliferated. Businesses closed. Churches suspended services. Schools shut down. Citizens were excluded from public buildings and private establishments. Employees faced mask requirements, testing requirements, and, in many cases, vaccine requirements as conditions of employment or participation. Children were denied playgrounds, normal interaction with friends, visits with grandparents, and even the ordinary human comfort of hugs and family closeness.

Vaccination campaigns followed. Although Governor Little stated that vaccination should remain voluntary and opposed formal vaccine mandates in some settings, he nevertheless became one of Idaho's leading public advocates for mass vaccination, repeatedly assuring Idahoans that vaccination was safe, effective, and the appropriate course of action.

Critics argue that these assurances relied heavily upon guidance from federal public-health authorities, including the CDC and NIH, institutions whose recommendations remain the subject of continuing public debate.

Many citizens complied not because they freely consented, but because they trusted Governor Little and other authorities, feared consequences, or believed they had no practical alternative.

Citizens who questioned prevailing policies were often marginalized, ridiculed, excluded, or portrayed as threats to public safety rather than participants in legitimate democratic debate.

Beginning in the spring of 2020, Governor Little was repeatedly cautioned by citizens, attorneys, physicians, and others that the emergency response raised profound constitutional concerns.

Governor Little became the public face of Idaho's response, repeatedly extending emergency declarations and exercising enormous influence over the state's pandemic response during a period many Idahoans experienced as fearful, divisive, and deeply disruptive. While he did not personally impose every restriction adopted by employers, schools, hospitals, municipalities, and private businesses, authority does not require a signed order to shape conduct. Governors possess the bully pulpit, and their repeated endorsements of emergency measures, public-health guidance, and vaccination inevitably influence institutions and individual decisions throughout society.

Many critics also challenge the duration of Idaho's COVID emergency itself. Governor Little repeatedly renewed emergency declarations for nearly two years. Critics argue that such successive extensions strained the intent of Idaho's emergency statutes and the constitutional principle of separation of powers.

The result was a society in which many Idahoans experienced exclusion from employment, commerce, worship, education, cultural life, and civic participation—and, for many, the loss of countless ordinary joys, relationships, and experiences that make life worth living.

For many in the Wood River Valley, the venue itself carries symbolic weight. The Argyros was not experienced merely as a neutral cultural space during the COVID period. Citizens remember stringent policies involving masking and other measures for employees and patrons, including proof-of-vaccination requirements for employees, with little apparent consideration for objections grounded in bodily autonomy and civil liberties.

To many, this and other prominent institutions became part of a local regime characterized by masking mandates, vaccination pressure, exclusion, and institutional conformity.

For citizens who experienced that period as coercive and humiliating—particularly those who now regret decisions they felt pressured to make for themselves or their children—hosting a liberty conference at such a venue appears tone-deaf and, for some, an aggravation of what they regard as profound injuries inflicted during the COVID era.

Recent claims and disclosures concerning Anthony Fauci, gain-of-function research, and possible laboratory origins of COVID may deserve investigation. But to many, they must also be regarded

skeptically: as another possible means of controlling the narrative, preserving falsehoods, and avoiding true accountability for the punitive measures imposed during the COVID era.

The restrictions experienced by ordinary citizens were not imposed by Washington alone. They were implemented by governors, mayors, school boards, employers, hospitals, courts, cultural institutions, and local officials.

Perhaps most troubling was the perceived failure of institutional gatekeepers.

Medicine, law, the judiciary, and the press occupy special places in American society. Physicians are entrusted with informed consent and patient autonomy. Lawyers swear to support the Constitution and defend the rule of law. Courts exist to require evidence, protect rights, and test governmental power. Journalists are expected to question power rather than amplify it.

It is especially important to examine the role of the judiciary during the COVID era. Rather than requiring strict constitutional scrutiny, courts often accepted official factual assertions without ordinary evidentiary testing. In effect, they treated contested facts as settled without proof through testimony, discovery, or cross-examination. In Idaho, courts ordered masking for participants, burdening courtroom communication, public access, and free expression, while further embedding in the public mind official narratives carrying significant consequences that had never been properly tested.

Moreover, critics argue that too much of organized medicine aligned itself with centralized public-health authority at the expense of open scientific debate and informed consent.

They also contend that the public conversation became overwhelmingly medicalized and pharmaceuticalized. Virtually no attention was devoted to strengthening and protecting general health and human resilience through nutrition, exercise, movement, adequate sunlight, deep breathing, stress reduction, emotional well-being, and other long-recognized foundations of health. This exclusion carried particular significance in communities such as the Wood River Valley, where many citizens earn their livelihoods helping others build and maintain health through holistic, integrative, functional, naturopathic, preventive, and lifestyle-based approaches.

Likewise, remarkably few members of the legal profession aggressively challenged unprecedented restrictions on constitutional liberty. Many citizens were left to wonder: if fundamental rights are not vigorously defended during periods of crisis, what is the purpose of legal training and the profession itself?

Further, much of the press worked more to reinforce official narratives than to investigate competing perspectives. Dissenting scientific, legal, and constitutional perspectives were often marginalized or ignored.

Whatever history's final judgment may be, many citizens emerged from the COVID period believing that some of society's most important institutions failed precisely when they were needed most.

Attorney General Raúl Labrador has spoken publicly about the COVID era as a period in which liberty was severely curtailed. But if that is so, Idahoans are entitled to ask: where is the official

reckoning? Where are the hearings, investigations, and reforms addressing institutional conduct and constitutional safeguards?

When constitutional liberties have been significantly curtailed, a genuine reckoning must occur at every level of government and civil society. The conduct of governors, mayors, city council members, school boards, employers, hospitals, courts, media institutions, and other entities that implemented, enforced, justified, or normalized restrictive measures must be subjected to honest public examination.

Unless there is meaningful accountability, we risk repeating many of the same mistakes during future emergencies.

The next time officials arrive with emergency orders, the answer must not be blind obedience.

It must be constitutional resistance.

Not violence. Not chaos. But a clear, lawful, public insistence that fundamental rights cannot be suspended indefinitely by emergency decree.

Future crises, whatever form they may take, must meet the Constitution at the door.

Until the difficult questions raised by the COVID era are honestly confronted, celebrations of liberty will ring hollow for many citizens.

Those rights deserve more than ceremonial applause. They deserve remembrance, vigilance, and defense—especially in times of crisis.

A genuine reckoning should not be motivated by vengeance, but by education and prevention. Future generations must better understand constitutional rights, due process, evidentiary standards, and the difference between fear, assertion, and demonstrable fact.

Liberty cannot be authentically celebrated until its restriction has first been honestly examined.

James Hungenmann
The White Room LLC
June 2026

Dawn Hofheimer

From: Maya JB Burrell <bhathorraj@fastmail.fm>
Sent: Friday, July 3, 2026 9:54 AM
To: Peter Prekeges; Tripp Hutchinson; Spencer Cordovano; Matthew McGraw; Randy Hall; Participate
Cc: info@comlib.org
Subject: Response to Jim Hungelmann's Public Submission: "Celebrating Liberty? Not Without First Reckoning"

Dear Mayor and City Council,

I want to thank Jim Hungelmann for his letter on Covid.

I was a victim of these local policies that he so well described. I had a health crisis at the peak of the Covid hysteria. Due to my condition, the capacity of oxygen my blood was able to carry was severely inhibited. As a result, I was unable to wear a mask because it directly inhibited my oxygen uptake. Friends supplied me with a clear plastic face shield to wear instead. However, this was not good enough for both the Gold Mine and the The Community Library. They kicked me out of their establishments specifically for not wearing a mask, even though I told them they were in direct violation of the Americans with Disabilities Act.

After the public humiliation and trauma, I wrote up the incident and reported it to the Ketchum Police Dept. The officer I reported to laughed in my face and initially refused to accept my report. I then wrote to City Hall about my experience. A couple of council members and the mayor responded with sympathy, but no corrective actions were ever taken.

At the time of the confrontation with the businesses, I was shocked and unprepared for such an action against me. I was also in such a state of ill health, that the events affected me both physically and emotionally to the point I was shaking uncontrollably and almost collapsed. I did not have the strength at the time to properly confront the abusers cloaking themselves in this hysterical public policy that Jim Hungelmann described so well.

I have thought about all this a great deal since. If this happens again, I understand that unfortunately I will need to be prepared to have the strength for this experience to escalate. I will need to allow myself to be forcefully removed and arrested. Politeness and compliance is the weapon they use against us. It seems to me that the legal system will only address the specific violation of my rights and harm if I stand my ground and become a victim of the establishment narrative.

“Let not any one pacify his conscience by the delusion that he can do no harm if he takes no part, and forms no opinion. Bad men need nothing more to compass their ends, than that good men should look on and do nothing. He is not a good man who, without a protest, allows wrong to be committed in his name, and with the means which he helps to supply, because he will not trouble himself to use his mind on the subject.” [John Stuart Mill, 1867]

At the time of the confrontation, my health was weak and infirm. I was ambushed. Now I am better prepared. I hope this is also true for the rest of our country.

Much appreciation to Jim Hungelmann for his letter.

Maya JB Burrell
Ketchum

PS. This experience created such trauma for me that I refuse to enter The Gold Mine ever again. I only enter The Community Library for voting purposes.

--

Maya JB Burrell
208.471.0360
bhathorraj@fastmail.fm

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Friday, July 3, 2026 12:57 AM
To: Peter Prekeges; Spencer Cordovano; Matthew McGraw; Randy Hall; Tripp Hutchinson; Participate
Subject: Declaration at 250: Independent Thought for an Independent Nation
Attachments: The_Educated_Urban_Wildfire.pdf; The_Patents_We_Never_Use.pdf; THE_INVESTOR_AND_THE_HEAVENLY_PROSPECTUS.pdf

Dear Mayor and Council Members:

As our nation approaches the 250th anniversary of the Declaration of Independence, we are reminded that America's founders sought not only political independence, but also a citizenry capable of independent thought. Self-government depends upon men and women willing to examine evidence, question assumptions, and reach their own reasoned conclusions rather than simply accepting prevailing narratives.

It is in that spirit that **I respectfully submit the enclosed three essays for inclusion in the public record** of the next Council meeting. Although they address different subjects, each is pertinent to important issues now confronting Ketchum and the Wood River Valley.

The Educated Urban Wildfire explores questions surrounding wildfire risk, community vulnerability, land-use assumptions, and the growing consequences of those issues for Ketchum and the Wood River Valley, including insurance availability and affordability.

The Patents We Never Use examines weather modification and related technologies, emphasizing the importance of transparency, public understanding, and careful evaluation whenever human intervention in natural systems is proposed or undertaken.

THE INVESTOR AND THE HEAVENLY PROSPECTUS explores a broader concern: how easily public understanding can become shaped by repetition, authority, or spectacle rather than by verifiable evidence. Whether the subject is local policy, science, technology, or events on a global scale, a free society depends upon citizens who retain the habit of asking, "What is the evidence?"

Taken together, these essays are less about wildfire, weather, or space than they are about preserving the habits of mind upon which constitutional self-government depends. An independent nation ultimately depends upon independent citizens—people capable and willing to think critically, remain intellectually curious, distinguish evidence from assertion, and follow facts wherever they lead.

As we celebrate 250 years of American independence, perhaps there is no more fitting tribute than renewing our commitment to intellectual independence—the foundation upon which every enduring republic must ultimately rest.

Thank you for your consideration.

Sincerely,

James Hungelmann

The Educated Urban Wildfire

An Inquiry into Weather, Technology, and the Curious Disappearance of Curiosity

There is a mighty comfort in modern science, particularly when it explains to a man that what he plainly sees with his own eyes is impossible, and that therefore he did not see it at all.

The American people have lately enjoyed a remarkable succession of urban wildfires which behave with such originality and imagination that they deserve a place among the great innovators of the age. In former centuries a fire was a simple-minded thing — crude, provincial, and predictable. It burned wood before metal, houses before stones, trees before flowerpots, and generally conducted itself according to the dull old laws of heat known to blacksmiths, farmers, and every child who ever toasted his fingers at a stove.

But the new fires are educated.

These modern conflagrations possess discernment, refinement, and a positively judicial sense of discrimination. They glide politely past green trees standing fresh as springtime sermons, spare plastic trash cans as though they were sacred relics, and then fling themselves with ecstatic enthusiasm upon engine blocks, steel wheels, hinges, gutters, and machinery, reducing them to bubbling streams of glowing ruin that run downhill like lava from Vesuvius.

Even more remarkable is the geometric precision of these calamities. Entire rows of homes vanish into gray powder while neighboring structures stand untouched, neat as Sunday schoolhouses. One street is consumed to its foundations while the next appears scarcely inconvenienced except for the smell of smoke and the arrival of newspapermen.

Indeed, many of the burned districts bear less resemblance to the chaotic appetite of ordinary fire than to surveyed parcels marked carefully upon a draftsman's table beforehand. The lines of destruction are at times so curiously defined that a fellow half expects to discover an architect supervising the blaze with rolled blueprints beneath his arm.

One is reminded of the microwave oven, that domestic magician which may boil the soup while leaving the bowl respectable enough to touch. The modern urban wildfire appears to have taken instruction from this appliance, learning to agitate selected substances into ruin while sparing nearby objects of supposedly lesser durability — a plastic bin here, a green tree there, standing proudly amid the ashes like witnesses who has been advised not to testify.

Naturally, explanations are always furnished with commendable speed. In one district the devastation is attributed to atmospheric conditions; in another to inadequate water pressure; elsewhere to aging infrastructure, unusually dry brush, defective power lines, reckless campers, improperly extinguished cigarettes, teenage hooligans, organized gang initiations, budget shortages, or some combination thereof so comprehensive that it excludes only the possibility of asking further questions.

And presently the public is furnished, as always, with a solitary villain suitable for newspaper consumption — some unfortunate fellow accused of tossing a cigarette, mishandling a campfire, striking a spark, or otherwise setting in motion a catastrophe said to possess powers previously reserved for volcanoes and the wrath of Heaven.

This explanation is offered with admirable simplicity. Yet while a careless match may ignite dry grass, the public still observes melted machinery, liquefied engine blocks, selective destruction patterns, and green vegetation standing serenely amid scenes resembling the interior of a foundry.

Meanwhile, the arson investigators assure the public that inquiries remain “ongoing,” though conclusions somehow arrive with admirable punctuality long before the investigations themselves. And not one of them addresses the obvious aberration: a plastic bin here, a green tree there, standing proudly amid the ashes like witnesses who had been advised not to testify.

Meanwhile great commotion prevails throughout the towns and valleys, where officials, insurers, consultants, and weather prophets hurry industriously from meeting to meeting announcing ever more alarming declarations concerning “unprecedented dry conditions” and the advancing menace of climate catastrophe.

Insurance premiums rise like floodwaters. Fire coverage quietly disappears from long-standing policies. With such uncanny timing that the public cannot help but admire the actuarial instincts of the profession entire neighborhoods are informed that they now inhabit zones of extraordinary peril, previously unknown to human civilization despite having survived a century of summers before the present enlightenment arrived. The insurers, unlike the homeowners, sometimes appear to receive the warning before the smoke.

The explanations furnished afterward are no less remarkable than the fires themselves. Citizens are informed, with grave official sincerity, that entire municipalities stood vulnerable because certain species of fish required additional river flow hundreds of miles away, and that reservoirs, pipelines, pumping systems, budgets, regulations, environmental mandates, and administrative limitations all converged at the precise moment necessary to produce catastrophe.

The public, being naturally simple-minded, had previously imagined that modern civilization — having conquered oceans, skyscrapers, atomic power, and voyages to the moon — might also possess the practical ability to deliver sufficient water to American cities during a fire.

But this confidence underestimated the extraordinary complexity of contemporary governance, wherein a nation capable of conquering space may nevertheless discover itself unexpectedly outmatched by wind, dry brush, paperwork, and a fish — or something like that.

Thus the modern fire performs a double miracle: it consumes selected neighborhoods while simultaneously inflaming the insurance industry, the consulting industry, the regulatory industry, and the climate industry all at once — leaving the citizen uncertain whether he is witnessing a fire or the birth of an industry.

Now this atmospheric explanation is a magnificent achievement, for it possesses the rare scientific virtue of explaining everything while requiring no further explanation itself. Should a river dry up, it

is the climate. Should a river flood, likewise the climate. If snow falls, if snow fails, if Kansas freezes or Arizona boils like a lobster pot — all are swept comfortably beneath this grand and accommodating umbrella.

Perhaps the greatest triumph of all has been the manner in which the atmosphere appears to have inverted certain ancient laws of physics previously considered dependable by blacksmiths, engineers, furnace men, railroad mechanics, and every farmer who ever operated a welding torch.

In former times, green vegetation ignited readily while metals resisted heat with admirable stubbornness. But under the new atmospheric arrangement, the reverse increasingly appears true. Trees remain leafy and composed while automobiles collapse into glowing abstraction. Shrubs survive serenely beside houses flattened to ashes and machinery transformed into geological specimens.

One cannot help but admire the progress of modern science. For centuries mankind struggled beneath the tyranny of fixed physical laws; now we are informed that the atmosphere itself has evidently acquired sufficient sophistication to negotiate exceptions on a case-by-case basis.

Whatever one believes caused these fires, certain observed effects deserve more than slogans. Ordinary wildfires are dangerous enough, but when citizens see melted glass, collapsed vehicles, pooled aluminum, and machinery reduced to shapeless ruin, they naturally ask what heat source, fuel conditions, or other factors produced such results.

If explanations depend upon wildfire temperatures reaching levels more commonly associated with foundries, furnaces, or industrial accidents, then merely invoking “the climate” does not answer the physics. It only supplies a heading under which the unanswered questions may be filed.

For the ordinary citizen may be forgiven for wondering how a wildfire, said to be driven by brush, wind, and dry weather, came to perform the work of a smelting operation — and why, after this remarkable achievement, nearby vegetation sometimes appears to have received a gentleman’s pardon.

Indeed, the public is reminded that experts have assured us these scenes are perfectly ordinary, scientifically sound, and fully consistent with the eternal laws of nature — provided one possesses the proper credentials and avoids independent thought.

Thus civilization advances.

The old village idiot once stood on the street corner babbling nonsense while the townspeople laughed. Now he appears on television in a necktie explaining that molten engine blocks and untouched shrubbery are ordinary consequences of atmospheric carbon, and the nation nods gravely in admiration of his expertise.

But Americans are an obedient people. They are instructed not to compare photographs, not to trust intuition, not to consult old blacksmiths, machinists, engineers, or men who have spent forty years around heat and metal. Above all, they must never notice patterns, for patterns are the first refuge of dangerous citizens.

No, the people are advised to remain calm, trust the science, and understand that in the modern age the atmosphere may now selectively vaporize automobiles while courteously declining to inconvenience nearby foliage.

And that, as the riverboat gamblers used to say, is a mighty curious hand indeed.

James Hungelmann
The White Room LLC
July 4, 2026

The Patents We Never Use

Weather Modification and the Curious Disappearance of Curiosity

It is one of the enduring triumphs of modern civilization that it has succeeded in patenting nearly everything except modesty.

A nation may possess a warehouse full of patents concerning the atmosphere, the ionosphere, the magnetosphere, the stratosphere, and perhaps even the occasional hemisphere, and yet assure the public, with the straightest of faces, that none of these ingenious contrivances has ever progressed beyond the condition of innocent curiosity.

One is expected to believe this.

The arrangement is remarkably convenient.

If a farmer in the mountains hires a fellow with a Cessna aircraft to scatter silver iodide into a cloud, this is called "weather modification" and is spoken of openly, cheerfully, and with scientific dignity.

But if one inquires whether any larger, more expensive, or more imaginative technologies have ever escaped the laboratory and ventured into practical life, one is informed that such notions are fanciful, impossible, speculative, irresponsible, and possibly evidence of defective upbringing.

And the elaborate streaks spread across otherwise fair skies are explained as nothing more than persistent jet exhaust, a subject upon which the public is assured the science is entirely settled and further curiosity unnecessary.

The public is therefore invited to accept the following proposition:

"We possess scores of patents concerning atmospheric alteration, aerosol dispersal, ionospheric manipulation, electromagnetic transmission, and weather intervention; however, apart from Earl and his Cessna flying over the family farm, none of it has ever amounted to anything."

This is a comforting doctrine. It preserves both the patents and the innocence.

When fires consume whole mountain ranges, when floods sweep away valleys and summer camps alike, and when tectonic plates shudder beneath nations and turn whole cities into graves, citizens are instructed to regard any inquiry beyond the approved explanation as unnecessary, if not impolite, and certainly not to examine too closely the catalogue of patents quietly resting in the public record.

The explanation is invariably available at once—neatly pressed, confidently delivered, and often distributed before the wreckage has been entirely counted.

The winds accelerated themselves.

The deluge arranged itself.

The atmosphere experimented upon itself.

The tectonic plates, having no other engagements, suddenly chose that particular Tuesday to rearrange the furniture.

And climate change, we are assured, remains both the beginning and the end of the discussion.

As for more imaginative possibilities, we are informed that no such capacities exist, nor could they exist, nor would anyone possessing them ever consider employing them.

This assurance is valuable. Governments have always been at their most trustworthy when discussing those powers they insist they do not possess.

History furnishes many examples.

Nations have repeatedly denied having secret programs, covert operations, surveillance systems, experimental projects, and inconvenient intentions—until the archives are opened fifty years later, whereupon everybody agrees that the matter had been obvious all along.

A skeptical citizen is therefore placed in a curious position. He is expected to admire the ingenuity that produced the patents, celebrate the appropriations that funded the research, applaud the brilliance of the scientists, and then solemnly believe that civilization lost interest precisely at the moment practical application became possible.

This may indeed be true.

It is also possible that a cat keeps mice merely for companionship.

The citizen is free to choose. In a republic, skepticism is not disloyalty. It is housekeeping.

The matter may therefore be considered settled. The patents exist, the inventions are ingenious, the appropriations were substantial, and none of it has ever amounted to anything at all.

Such coincidences are among the chief glories of modern civilization, where curiosity is celebrated in speeches, discouraged in practice, and treated as dangerous the moment it begins examining the machinery.

James Hungelmann
The White Room LLC
July 4, 2026

THE INVESTOR AND THE HEAVENLY PROSPECTUS

The SpaceX IPO and the Marketization of Unverified Reality

James Hungelmann
The White Room LLC
July 4, 2026

PART I — THE DREAM

1. Blue Sky in Orbit

There are few things in this world so profitable as a dream, provided it is sold before breakfast and delivered sometime after Judgment Day.

The ordinary man, when he wishes to buy a farm, asks first whether there is soil, then whether there is water, then whether the barn still stands, and lastly whether the seller has ever been known to tell the truth after supper. But the modern investor, being a more elevated creature, is invited to purchase acreage in the heavens, improved with invisible machinery, future profits, celestial computers, reusable miracles, government blessings, lunar freight, artificial intelligence, and a railroad to Mars — all payable in advance.

Here we encounter the grand prospectus of the age: a company which has taken the old Wall Street art of selling blue sky and improved it considerably by moving the blue sky into orbit.

2. Narrative Velocity versus Evidence

The central question is not whether every rocket, satellite, customer, contract, or engineering accomplishment is imaginary. That would be too crude, and Wall Street rarely bothers with crude magic when refined magic pays better. The question is whether public markets still require evidence, audited financial reality, and disciplined due diligence — or whether narrative velocity has now become a substitute for proof.

The story begins respectably enough. Rockets go up, and boosters come down. Contracts are signed. Pictures are taken. Speeches are made. A certain amount of smoke issues from the proper end of the machine.

But then the tale begins to ascend.

Remarkable engineering is one thing. A trillion-dollar valuation is quite another.

3. The Satellite Kingdom

First comes the satellite kingdom, said to be circling overhead in such abundance that the night itself must now apply for bandwidth. These satellites are not merely to provide internet to cabins, ships, aircraft, soldiers, farmers, truckers, fishermen, nomads, mountaineers, and children doing homework in the Arctic. They are also to become the nervous system of a new commercial civilization, the plumbing of the sky, the telephone exchange of the future, and, if the valuation requires it, the Second Coming with a router attached.

4. Starship and the Arithmetic of Valuation

Then comes the giant rocket, that noble steel cathedral called Starship. It has not yet become a routine commercial vehicle in the manner of a freight train, but it is already employed in the financial imagination as if it were hauling God's furniture twice daily between Texas and the Moon.

Upon its shoulders are stacked Starlink expansion, lunar logistics, Mars settlement, defense mobility, orbital refueling, satellite factories, and any other article too heavy to be borne by ordinary arithmetic.

To be sure, men may say they have seen Starship. They may have watched a great silver tower rise from Texas, thunder into the sky, shake the windows, scorch the earth, and perform all the visible duties of spectacle. But spectacle is not verification of the prospectus. A man may see a locomotive on the track and still not know whether the railroad reaches California, whether the books are honest, whether the bridge ahead exists, or whether the passengers have been sold tickets to a city not yet built.

Seeing a rocket is one thing. Proving a routine, reusable, economically durable, payload-carrying, Moon-serving, Mars-hauling, satellite-multiplying, data-center-launching transportation system is quite another. The distance between those two propositions is not engineering. It is the difference between demonstrated enterprise and speculative valuation.

5. The Mythology of Starship

Even the name Starship arrives carrying old incense. Long before it appeared in a prospectus or on a launch pad, it floated through the psychedelic imagination of Jefferson Starship and Paul Kantner's *Blows Against the Empire*, that dream of escape from Earth, rebellion against the old order, liberated minds, cosmic children, and a stolen vessel bound for some freer world beyond the machinery of empire.

The new Starship is sold in a sterner costume: engineering diagrams, government contracts, orbital economics, subscription revenue, and institutional finance. But the emotional cargo is strangely familiar. Once again, the public is invited to believe that a ship in the sky will deliver mankind from the failures of Earth.

That is why the name itself matters. It does not merely describe a vehicle. It summons a mythology. And Wall Street, being the most practical of dreamers, has discovered that mythology can be capitalized.

6. The Musk Premium

And then, of course, there is the Musk mythology itself — the boy-wonder boilerplate, the consecrated genius, the indispensable visionary, the man said to bend industries by force of will and sleep under the conference table until history obeys.

This is not a minor feature of the valuation. It is one of its principal assets. When the assumptions become too large, the engineering too speculative, the finances too opaque, and the timelines too heroic, the investor is invited to rest upon the final credential: Elon can and will do it.

But that is not due diligence. That is faith collateral.

The Musk brand may sell the dream. It does not prove the business.

7. Mars and the Football Field

And then there is Mars, that old red lantern at the far end of the carnival midway.

If the distance from Earth to Mars were laid out as a football field, with Earth on one goal line and Mars on the other, the Moon would sit about six inches from the starting goal line.

Six inches.

The remaining distance is not a few more heroic steps, but almost the entire field: ninety-nine yards and two and a half feet still to go.

And yet the Moon is treated as the great leverage point, the demonstration case that is supposed to give the public confidence about Mars.

If this were presented as a comic book, people would recognize it instantly. A civilization that once reached the Moon, then somehow misplaced the machinery and practical capability to repeat the feat, now proposes to cross nearly the entire remaining football field to Mars, establish durable operations there, and fold that romance into a trillion-dollar valuation.

On paper, stripped of flags, acronyms, televised countdowns, government seals, and billionaire charisma, the story has the credibility structure of pulp science fiction. It is *Flash Gordon* with a securities lawyer. *Buck Rogers* with an underwriting syndicate.

The public is therefore asked to invest as if the six-inch problem, the hundred-yard problem, the rocket problem, the fuel problem, the radiation problem, the life-support problem, the landing problem, the return problem, the maintenance problem, and the accounting problem have all been reduced to a heroic slide deck and a launch window.

PART II — CAPITALIZING MYTH

8. The Telephone in the Heavens

Next, we are introduced to direct-to-cell service, whereby every pocket telephone on Earth shall commune with the firmament. It is a fine phrase. It glows like a campfire. But a phrase is a poor substitute for spectrum rights, regulatory approvals, paying customers, technical throughput, durable margins, and the unforgiving fact that a man may own a telephone without wishing to tithe monthly to the heavens.

Thereafter appears the government business. The government is a generous customer when frightened, and a stern one when audited. It purchases miracles by contract and pays for them by appropriation. But a public investor should remember that classified revenue is much like a ghost: impressive in stories, difficult to cross-examine, and liable to vanish when the lamps are lit.

9. Orbital Data Centers and the Theology of Cooling

Then, having warmed the congregation sufficiently, the preacher unveils the final revelation: orbital data centers.

Here the prospectus leaves commerce and enters theology.

The public is invited to imagine vast computer cathedrals quietly assembled in orbit, though precisely who shall carry the steel, hoist the beams, fasten the bolts, replace the burned-out equipment, service the cooling systems, sweep the floors, and collect the coffee cups is left to the imagination. Modern prospectuses possess a remarkable confidence that logistics, like sin, simply disappear when left sufficiently unspecified.

On Earth, a data center requires land, electricity, water, steel, labor, chips, cables, chillers, and accountants. In space, we are assured, these difficulties will be solved by removing the land, water, labor, roads, service crews, atmosphere, and gravity. It is one of the miracles of modern finance that every earthly inconvenience apparently becomes an orbital advantage once accompanied by sufficient PowerPoint animation.

Precisely what services these orbital temples are expected to provide more efficiently than terrestrial facilities — and at what cost — remains curiously undefined.

That is the mischief.

The question is not whether daring men may someday build astonishing things. They may. The question is whether the public investor should pay today as if every astonishing thing has already been built, tested, serviced, audited, depreciated, insured, profitably operated, and faithfully converted into audited cash flow.

10. Capitalizing the Space Narrative

An increasing number of skeptics are questioning the larger space narrative itself: the assumption that space travel, space commerce, space tourism, lunar logistics, Martian settlement, orbital data centers, and a trillion-dollar space economy are practical commercial realities rather than a modern revival of Flash Gordon capitalism. OK TO REPEAT FG?

Viewed in that light, the SpaceX IPO may serve several distinct purposes at once.

First, it capitalizes the narrative itself. A dream that once belonged to science fiction acquires a ticker symbol. Once the public can buy shares in it, the dream gains not merely investors, but legitimacy.

Second, the offering may help finance and normalize an entire industrial ecosystem built around space exploration, satellite communications, launch services, defense networks, orbital infrastructure, artificial intelligence, and other future-oriented ventures.

The critical question is whether this architecture rests upon demonstrated, profitable commercial reality, or whether much of it remains a narrative economy sustained by government contracts, institutional sponsorship, speculative projections, public enthusiasm, and a giddy press corps eager to mistake repetition for proof.

11. Narrative Economies

We have seen versions of this pattern before. The COVID era produced its own emergency economy. The green-energy revolution has often exhibited similar tendencies. The same danger now appears in the space sector.

Create a grand enough story, attach it to national destiny, technological inevitability, military necessity, artificial intelligence, and the future of humanity, and ordinary valuation discipline simply evaporates.

Investors are no longer buying cash flows; they are buying participation in history. They are not investing in a business so much as purchasing a ticket aboard an authorized myth.

The spectacle arrives first. Institutions bless it. Vocabulary follows. Skepticism becomes unfashionable.

Then, almost overnight, the public begins behaving as if the story has already been proven. The question is no longer, "What has been demonstrated?" but, "What story possesses sufficient momentum?"

The crowd is not invited to examine the bridge; it is invited to admire the rendering.

Billions become modest. Trillions become plausible. Valuations that once would have caused men to clutch their hats are presented as the natural price of "the future."

The public is gradually trained to accept that money no longer measures productive reality, but proximity to a sanctioned narrative. A trillion dollars ceases to represent accumulated labor, saved capital, disciplined enterprise, and audited cash flow. It becomes a ceremonial number attached to a dream.

A market willing to capitalize mythology at this scale is no longer merely mispricing a security. It is confessing a deeper disorder in its standards of reality.

PART III — THE INVESTOR'S DILEMMA

12. The Choir Behind the Miracle / The Establishment on Trial

No mythology of this size arrives at the public market alone.

It comes attended by investment banks, lawyers, auditors, analysts, index sponsors, government customers, defense interests, media houses, and institutional buyers.

The public is told to trust the procession because the procession is large.

But size is not proof. A crowded altar does not make the sacrament valid. History is full of celebrated consensuses that later proved disastrously wrong.

Government may become customer, regulator, promoter, and strategic beneficiary simultaneously. Banks translate mythology into price. Lawyers make the dream compliant. Analysts convert possibility into projections. Media converts projections into inevitability.

The public is increasingly trained to treat institutional sponsorship as evidence. Yet institutions, like individuals, remain vulnerable to groupthink, self-interest, wishful thinking, and collective error.

That is where prudence becomes indispensable.

13. Crossing the Bridges

The concern is not that nothing real exists. Rockets may launch. Satellites may operate. Customers may pay. Government contracts may be signed.

But the valuation appears to capitalize a chain of assumptions:

Starship will work. Reusability will become routine. Starlink will scale massively. Direct-to-cell will become material. Orbital data centers will become feasible. AI compute will explode. Government revenues will expand. And space itself will become a new economic operating system in which SpaceX will have sustainable competitive advantage somehow.

Each remains a separate bridge that must actually be crossed.

The prudent investor must therefore ask plain questions, though plain questions are always unpopular at a circus.

Where is the continuous historical audit trail? Which businesses presently generate revenue, in what amounts, and with what margins? Which future businesses are expected to justify the valuation, and upon what assumptions do those expectations rest? How much depends upon government patronage, regulatory approvals, Starship becoming operational, or entirely new lines of business emerging on schedule?

And what portion of the valuation consists not of demonstrated commercial performance, but of expectation itself?

How much reflects audited enterprise — and how much remains, in the end, a hymn?

14. Company or Prophecy?

For there is a difference between buying a company and buying a prophecy.

A company has customers, costs, assets, liabilities, contracts, cash flow, depreciation, taxes, auditors, and enemies. A prophecy has charts.

A company can disappoint you. A prophecy can bankrupt you while smiling.

Thus the investor is led from fact to forecast, from forecast to fantasy, and from fantasy to valuation, without always being told when the road changed from pavement to cloud.

15. Too Celebrated to Question

Once enough pension funds, institutions, lenders, contractors, and governments become invested in the story, the structure begins to resemble a familiar modern pattern.

Too celebrated to question. Too politically entangled to fail cleanly. Too widely distributed for the original promoters to bear the eventual loss.

That is often the moment when investors should become most cautious.

16. Counting One's Spoons

So let the man who wishes to invest do so with his eyes open, his wallet chained, and his enthusiasm kept at a safe distance from the subscription agreement.

For the heavens may indeed contain wonders. But history teaches that whenever a promoter offers to sell them by the share, the wise man first counts his spoons.

And if the prospectus promises rockets, satellites, lunar freight, direct-to-cell salvation, orbital intelligence, government gold, Martian destiny, and data centers in the sky—all compounded at a rate sufficient to make Caesar blush—the investor may fairly ask one final question:

Am I buying a business—or am I being invited to finance a constellation of assumptions?

For Wall Street has always loved blue sky. This offering merely improves the old trick by placing the blue sky in orbit.

17. The Final Speculation

There remains one final possibility, and it is not a small one.

It may be that the most remarkable product being sold is not transportation to Mars, nor broadband from the heavens, nor even shares in a company of uncertain value. It may be the modern habit of accepting enormous stories whole, hide, horns, tail, and all, without ever asking whether the animal was real in the first place.

In an earlier age, a man who claimed to own a bridge was expected, at minimum, to produce the bridge. Today, a sufficient number of charts, acronyms, animations, valuations, expert interviews, and solemn gentlemen in dark suits may accomplish nearly the same purpose without requiring the inconvenience of verification.

This is the larger danger. Not merely that an IPO might be overpriced. Not merely that projections might be optimistic. But that entire public realities can now be manufactured, repeated, endorsed, televised, digitized, algorithmically amplified, and finally accepted as fact by people who have quietly retired the troublesome habit of thinking.

A society that stops asking ordinary questions becomes a paradise for extraordinary inventions.

Who verified it? Who benefits from it? What evidence would disprove it? What facts are being assumed rather than shown? What parts of the story are theatrical scenery dressed up as substance?

These are not hostile questions. They are the minimum equipment of a free mind.

The risk, then, is not simply that investors may buy a stock at the wrong price. It is that citizens may buy a complete reality at any price, provided it arrives handsomely packaged and sufficiently repeated.

If that day has arrived, the real launch may not be a rocket at all.

And the tragedy would not be merely financial. It would be human.

For a people deprived of verifiable reality are deprived also of the ground on which character, judgment, liberty, and fulfillment are built. Human potential does not blossom in fog. It blossoms in truth — in the stubborn, demanding, life-giving soil of reality itself.

Dawn Hofheimer

From: rsr@reitingerinc.com
Sent: Monday, July 6, 2026 5:33 PM
To: Participate
Subject: LOT Tax

Not a big fan of LOT tax but if you want support then keep it to things that are disproportionately purchased by non-residents, like hotels & restaurants. When you apply it to retail sales, especially things like building materials, hardware and other functional items you encourage out of town shopping. It would be better for everyone if people purchase more of what they use here in town.

If we build another house in town, we will preferentially avoid local retailers if it costs extra for the 'privilege' of buying locally.

We already pay a premium for many of our retail purchases, which to me is worth it to support local businesses. However, when you add more tax onto to that the tipping point is too tight.

Rebecca Reitinger
www.reitingerinc.com
208-726-2237



CALL TO ORDER: (00:00:14 in video)

Mayor Pete Prekeges called the Ketchum City Council meeting to order at 9:02 a.m.

ROLL CALL CITY COUNCIL:

Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:

Amy DeGennaro—Administrative Specialist
Andrew Mentzer—Blaine County Sustainability Consultant (remote)
Ben Whipple—Director of Public Works
Brent Davis—Director of Finance
Daniel Hansen—Director of Community Engagement
Eve Preucil-Cord—Blaine County Sustainability Coordinator
Jade Riley—City Administrator
Kelsie Choma—Business and Tax Specialist
Kirk Flannigan—Blaine County Administrator
Lucas King—Finance Manager
Rian Rooney—Housing Policy & Program Strategist (remote)
Wally Morgus—Executive Director, Mountain Rides (remote)

PUBLIC COMMENT

- Public comment opened (00:00:59 in video)
- Public comment closed (00:01:12 in video)

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Comments by the Mayor and Council (00:01:17 in video)

NEW BUSINESS:

3. FY2027 Budget Workshop

- Presented by: Jade Riley and Brent Davis (00:01:29 in video)
- Comments and questions by the Council and staff (00:58:11 in video)
- Brent Davis and Jade Riley continued presentation (01:15:44 in video)
- Public comment opened (01:27:31 in video)
- Public comment closed (01:27:36 in video)
- Comments and questions by the Council and staff (01:27:37 in video)
- Brent Davis and Jade Riley continued presentation (01:38:08 in video)
- Comments and questions by the Council and staff (01:45:57 in video)
- Brent Davis and Jade Riley continued presentation (02:12:45 in video)
- Presentation by Eve Preucil -Cord (02:18:01 in video)

- Comments and questions by the Council and staff (02:28:29 in video)
- Brent Davis and Jade Riley continued presentation (02:34:44 in video)
- Comments and questions by the Council and staff (02:41:50 in video)
- Brent Davis and Jade Riley continued presentation (02:42:06 in video)
- Comments and questions by the Council and staff (02:50:14 in video)
- Brent Davis and Jade Riley continued presentation (03:03:08 in video)
- Comments and questions by the Council and staff (03:32:52 in video)
- Brent Davis and Jade Riley continued presentation (03:32:58 in video)
- Comments, questions, and feedback from the Council (03:36:48 in video)

Item #4 was deferred to the next council meeting (03:40:31 in video)

Motion to adopt the proposed budget as presented and move to the Budget Hearing Process (03:43:24 in video)

MOVER: Spencer Cordovano

SECONDER: Mathew McGraw

AYES: Spencer Cordovano, Matthew McGraw, Tripp Hutchinson, Randy Hall

RESULT: Motion Passes

EXECUTIVE SESSION

17. Idaho Code 74-206(1)(a)(f): To consider hiring a public officer, employee, staff member, or individual agent, and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but are imminently likely to be litigated.

Motion to go into Executive Session, Idaho Code 74-206(1)(a)(f): To consider hiring a public officer, employee, staff member, or individual agent, and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but are imminently likely to be litigated. (03:47:04 in video)

MOVER: Matthew McGraw

SECONDER: Spencer Cordovano

AYES: Matthew McGraw, Spencer Cordovano, Tripp Hutchinson, Randy Hall

RESULT: Motion Passes

No formal action taken in Executive Session (03:47:06 in video)

Motion to adjourn. *(03:47:52 in video)*

MOVER: Matthew McGraw

SECONDER: Tripp Hutchinson

AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano, Randy Hall

RESULT: Adjourned

Pete Prekeges, Mayor

ATTEST:

Trent Donat, City Clerk



CALL TO ORDER: *(00:00:19 in video)*

Mayor Pete Prekeges called the Ketchum City Council meeting to order at 5:36 p.m.

ROLL CALL CITY COUNCIL:

Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:

Allison Kennedy—Senior Planner
Ben Whipple—Public Works Director
Brent Davis—Director of Finance
Daniel Hansen—Director of Community Engagement
Jade Riley—City Administrator (remote)
Jennifer Wells Green—Executive Director, SVMA
Joan Swift—President of the Board, SVMA
Matt Johnson—City Legal Counsel (remote)
Paige Nied—Associate Planner
Rian Rooney—Housing Policy & Program Strategist (remote)
Robin Mattison—City Engineer (remote)
Trent Donat—City Clerk and Business Manager

PUBLIC COMMENT

- Public comment opened *(00:01:14 in video)*
 - Scott Levy *(00:02:52 in video)*
- Public comment closed *(00:04:12 in video)*

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Comments by the Mayor and Council *(00:04:13 in video)*

CONSENT AGENDA:

Comments and discussion by Council and staff *(00:13:30 in video)*
Item #10 was pulled by Matthew McGraw for recusal *(00:13:36 in video)*

#10. Recommendation to alter council hearing date for Sawtooth Serenade appeal *(00:14:04 in video)*
Comments and questions by the Council and staff *(00:14:05 in video)*

Motion to approve Consent Agenda Item #10 *(00:14:50 in video)*

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Tripp Hutchinson, Randy Hall

RECUSED: Matthew McGraw

RESULT: Motion Passes

Motion to approve Consent Agenda Items #3, 4, 5, 6, 7, 8, 9 and 11 (00:15:08 in video)

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

AYES: Tripp Hutchinson, Matthew McGraw, Spencer Cordovano, Randy Hall

RESULT: Motion Passes

PUBLIC HEARING:

12. Recommendation to conduct the first, second, and third reading of Ordinance 1276, amendment to section 16.03.020.F of the Land Development Code to add “Cultural Facility” as a conditional use in the Light Industrial No. 2 Zone District

- Presented by: Paige Nied (00:15:27 in video)
- Comments and questions by the Council and staff (00:21:37 in video)
- Presentation by applicants Jennifer Wells Green and Joan Swift (00:29:45 in video)
- Comments and questions by the Council and applicants (00:39:07 in video)
- Public comment opened (00:41:56 in video)
 - Mary Jones (00:42:33 in video)
 - Susan Desko (00:43:28 in video)
- Public comment closed (00:47:32 in video)
- Comments and questions by the Council and staff (00:47:34 in video)

Motion to approve the first reading of Ordinance 1276 and read by title only (01:02:28 in video)

MOVER: Spencer Cordovano

SECONDER: Matthew McGraw

AYES: Matthew McGraw, Randy Hall, Tripp Hutchinson, Spencer Cordovano

RESULT: Motion Passes

Trent Donat read Ordinance 1276 by title only (01:03:22 in video)

13. Recommendation to hold second and third reading of Ordinance 1277; repealing and replacing Title 5-Chapter 5.09 (Short-term rental regulations)

- Presented by: Jade Riley (01:05:11 in video)
- Public comment opened (01:06:08 in video)
- Public comment closed (01:06:20 in video)
- Comments and questions by the Council and staff (01:06:23 in video)

Motion to conduct the second and third reading of Ordinance 1277 by title only (01:12:44 in video)

MOVER: Tripp Hutchinson

SECONDER: Matthew McGraw

AYES: Tripp Hutchinson, Matthew McGraw, Spencer Cordovano, Randy Hall

RESULT: Motion Passes

Trent Donat read the second and third reading of Ordinance 1277 by title only (01:13:20 in video)

Motion to approve Ordinance 1277 (01:13:57 in video)

MOVER: Tripp Hutchinson

SECONDER: Spencer Cordovano

AYES: Tripp Hutchinson, Spencer Cordovano, Matthew McGraw, Randy Hall

RESULT: Motion Passes

NEW BUSINESS:

14. Continuation of briefing regarding Floor Area Ratio (FAR) Exceedance program from May 29th Council Meeting

- Presented by: Rian Rooney (01:14:35 in video)
- Comments and questions by the Council and staff (01:29:30 in video)
- Rian Rooney continued presentation (01:31:43 in video)
- Comments and questions by the Council and staff (01:33:10 in video)
- Rian Rooney continued presentation (01:35:01 in video)
- Comments and questions by the Council and staff (01:36:30 in video)
- Rian Rooney continued presentation (01:47:04 in video)
- Comments and questions by the Council and staff (01:49:15 in video)
- Public comment opened (02:21:43 in video)
 - Annie Corrock (02:22:05 in video)
 - Heidi Scherthanner—remote (02:31:42 in video)
- Public comment closed (02:32:08 in video)
- Comments and questions by the Council and staff (02:32:11 in video)

15. November reauthorization vote for Original Local Option Tax

- Presented by: Brent Davis and Jade Riley (02:36:44 in video)
- Comments and questions by the Council and staff (02:41:16 in video)
- Public comment opened (03:02:42 in video)
 - Annie Corrock (03:03:09 in video)
 - Ned Burns—remote (03:12:21 in video)
- Public comment closed (03:14:50 in video)
- Comments and questions by the Council and staff (03:14:55 in video)

16. Briefing regarding water conservation education plan

- Presented by: Ben Whipple (03:15:07 in video)
- Comments and questions by the Council and staff (03:16:45 in video)
- Public comment opened (03:25:00 in video)
- Public comment closed (03:25:13 in video)

Motion to enact Stage One Water Conservation Restriction Guidelines immediately, and to begin the related education campaign (03:25:14 in video)

MOVER: Matthew McGraw

SECONDER: Tripp Hutchinson

AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano

RESULT: Motion Passes

Randy Hall left the meeting (03:25:31 in video)

EXECUTIVE SESSION:

17. Idaho Code 74-206(1)(a)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy and to acquire an interest in real property not owned by a public agency.

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(a) to acquire an interest in real property not owned by a public agency (03:25:53 in video)

MOVER: Spencer Cordovano

SECONDER: Matthew McGraw

AYES: Matthew McGraw, Spencer Cordovano, Tripp Hutchinson

RESULT: Motion Passes

No formal action taken in Executive Session (03:26:23 in video)

Motion to adjourn. (03:26:32 in video)

MOVER: Tripp Hutchinson

SECONDER: Spencer Cordovano

AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano

RESULT: Adjourned

Pete Prekeges, Mayor

ATTEST:

Trent Donat, City Clerk



CALL TO ORDER: (00:00:10 in video)

Mayor Pete Prekeges called the Ketchum City Council meeting to order at 4:49 p.m.

ROLL CALL CITY COUNCIL:

Matthew McGraw
Randy Hall (remote)
Tripp Hutchinson
Spencer Cordovano

ALSO PRESENT:

Jade Riley- City Administrator
Trent Donat- City Clerk and Business Manager

EXECUTIVE SESSION:

1. Idaho Code 74-206(1)(a)(c)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy and to acquire an interest in real property not owned by a public agency.

Motion to move into Executive Session pursuant to Idaho Code 74-206(1)(a)(c)- To consider hiring a public officer, employee, staff member, or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy and to acquire an interest in real property not owned by a public agency (00:00:41 in video)

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Tripp Hutchinson, Matthew McGraw, Randy Hall

RESULT: Motion Passes

No formal action was taken in Executive Session (00:01:31 in video)

Motion to adjourn. (00:01:40 in video)

MOVER: Spencer Cordovano

SECONDER: Matthew McGraw

AYES: Matthew McGraw, Tripp Hutchinson, Spencer Cordovano, Randy Hall

RESULT: Adjourned

Pete Prekeges, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-3200-2140 RIGHT-OF-WAY PERMITS					
Newlan, Megan	042926	Permit Application Refund - Not in Ketchum Jurisdiction	600.00		0
01-3700-3600 REFUNDS & REIMBURSEMENTS					
DEPARTMENT OF THE TREASUR	CP171	IRS Reconciliation	94,131.23		0
Total :			94,731.23		
ADMINISTRATIVE SERVICES					
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
Gem State Paper & Supply	1163260	Trash liners, wipes, cups, tissue, and soap	367.52		0
01-4150-4200 PROFESSIONAL SERVICES					
Enourato, Lisa	130	Miscellaneous Administrative Services	3,740.00	26082	0
Background Investigation Bureau, LL	INV-100270	Background check subscription	168.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
WEAVER, SARA	062326	Solstice Event Meal Reimbursement	25.00		0
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST					
RILEY, JADE	062426	AIC / RCC Breakout Meeting Travel Reimbursement	302.85		0
01-4150-5200 UTILITIES					
Idaho Power	2203990334 06	2203990334 131 E River St Fst Svc Pk	59.75		0
Idaho Power	2206570869 06	2206570869 171 E River St	15.80		0
Idaho Power	2224128120 06	2224128120 191 W 5TH ST	954.77		0
Idaho Power	2260077785 06	2260077785 180 E 1st St Whse	144.95		0
Total ADMINISTRATIVE SERVICES:			5,778.64		
CITY CLERK					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4152-5110 COMPUTER NETWORK					
CDW Government, Inc	AJ8WZ8D	Dell slim soundbars, Pro 27 QHD monitors, and Dell laptops	18,227.97		0
Miicor Consulting, Inc	17270	1-Year Barracuda Email Protection	12,529.00		0
Total CITY CLERK:			<u>30,756.97</u>		
COMMUNITY ENGAGEMENT					
01-4154-5150 COMMUNICATIONS					
BluePrinting	21629	LOT Pop-Up Meeting	576.00		0
01-4154-6500 CONTRACTS FOR SERVICES					
FD Ventures	2026-11	Six month Contract for Community Engagement/Event Support	6,866.67	26140	0
Total COMMUNITY ENGAGEMENT:			<u>7,442.67</u>		
FINANCE					
01-4156-4900 PERSONNEL TRAINING/TRAVEL/MTG					
DAVIS, BRENT	062726	GFOA Conference Per Diem	483.20		0
Ching, Carly	052826	Reimbursement for Mileage for McCall Consulting	153.70		0
Total FINANCE:			<u>636.90</u>		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
White Peterson Law Firm	174302	Legal services	17,500.00		0
Total LEGAL:			<u>17,500.00</u>		
PLANNING & BUILDING					
01-4170-4200 PROFESSIONAL SERVICES					
Goebel Partners, LLC	1037	Code Development	17,049.60		0
Goebel Partners, LLC	1058	Professional services for Task 3 Draft New Unified Development Code	24,601.25		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
Copy Center LLC	4274	Public notice postcards and postage for various city projects	785.29		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total PLANNING & BUILDING:			42,436.14		
NON-DEPARTMENTAL					
01-4193-4220 IT PROFESSIONAL SERVICES					
Ketchum Computers, Inc.	21723	Monthly IT	11,142.00		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
McGraw, Matthew	00548309	PARKSIDE ROOF REPAIR REIMBURSEMENT #2	2,606.89		0
Lupton, John	062426	Travel Reimbursement - Applicant Interview	873.21		0
Total NON-DEPARTMENTAL:			14,622.10		
FACILITY MAINTENANCE					
01-4194-4200 PROFESSIONAL SERVICES					
Rainmaker Landscaping & Sprinkler	1865	Sprinkler repair and wire locator services	320.00		0
Rain for Rent	2285647	Pump and adapter rental services	1,733.76		0
Fall Summit, LLC	INV00118	Asphalt Materials	2,369.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
THE AVILA CO LLC	1148	Gondola wrap film and installation services	5,723.93		0
01-4194-5200 UTILITIES					
Clear Creek Disposal	0001916017	Portable Restroom Rent and Service for Skate Park	193.25		0
Clear Creek Disposal	0001916018	Waste removal and portable restroom services	343.33		0
Clear Creek Disposal	0001916019	Waste removal and portable restroom services for Rotary Park	150.08		0
Clear Creek Disposal	0001916021	Portable restroom rental and service	383.00		0
Clear Creek Disposal	0001922458	Forest Service Park Garbage	108.19		0
Idaho Power	2201272487 06	2201272487 480 E 4TH ST REST	45.36		0
Idaho Power	2203313446 06	2203313446 900 N 3rd Ave Rest	26.34		0
Idaho Power	2203538992 06	2203538992 480 E 4th St Event	82.62		0
Idaho Power	2206452274 06	2206452274 571 5TH St Sprk	26.44		0
Idaho Power	2206452274 06	2206452274 900 N 3rd Ave Pmp	200.41		0
Idaho Power	2208579470 06	2208579470 215 Lewis St Compactor	118.69		0
Idaho Power	2208794558 06	2208794558 505 N Main St EV Charger	101.98		0
Idaho Power	2209233309 06	2209233309 200 N Lopey Ln	392.64		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
Western Building Maintenance, Inc	0153390-IN	Monthly Janitorial Services	4,637.43		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
Sentinel Fire & Security, Inc	125039	Monitoring services for Ore Wagon Museum	89.61		0
Sentinel Fire & Security, Inc	125175	Monitoring services for Historical Park Buildings	114.00		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
Clear Creek Disposal	0001916022	Monthly waste removal and recycling services	954.51		0
Idaho Power	2202522062 06	2202522062 491 E Sun Valley Rd Vist Cntr	537.68		0
Sentinel Fire & Security, Inc	125369	Quarterly monitoring services	80.34		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
Clear Creek Disposal	0001916020	Waste removal, portable restroom and liquid waste services for Dog Park	1,061.51		0
Clear Creek Land Co. LLC	0000054972	Monthly Mobile Storage Rent	24.90		0
Grainger, Inc., W.W.	9955788998	Safety fence	683.74		0
Pipeco, Inc.	S6432076.001	Irrigation supplies	362.81		0
Pipeco, Inc.	S6432081.001	PVC plug	1.50		0
Silver Creek Supply	0027721778-00	Swing Joint	319.60		0
Rain for Rent	2285221	Pump and Adapter Rental	2,224.05		0
01-4194-6950 MAINTENANCE					
A.C. Houston Lumber Co	2606-521486	Muriatic acid	12.99		0
A.C. Houston Lumber Co	2606-523392	Vinegar	14.99		0
A.C. Houston Lumber Co	2606-523729	Wood lath	49.00		0
A.C. Houston Lumber Co	2606-524278	Fasteners	10.20		0
A.C. Houston Lumber Co	2606-524524	Caution tape, carbide reciprocating saw blades	53.98		0
Atkinsons' Market	01892929	LaCroix and ice - Summer Solstice	36.01		0
CEM Aquatics	25344	Stenner Pump and BECSys Platinum Band	979.25		0
Chateau Drug Center	3183826	Ace utility glove	13.29		0
Chateau Drug Center	3186474	Supply line	9.49		0
MOSS GARDEN CENTER	246489	Garden supplies	43.94		0
Napa Auto Parts	263482	Adapter trailer wire	13.55		0
Pipeco, Inc.	S6428958.001	Barb adapters	13.69		0
Pipeco, Inc.	S6445385.001	Irrigation supplies	45.20		0
Total FACILITY MAINTENANCE:			24,706.28		
POLICE					
01-4210-4200 PROFESSIONAL SERVICES					
Easy Towing LLC	497	Towing and relocation services for five vehicles	625.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total POLICE:			625.00		
STREET					
01-4310-3200 OPERATING SUPPLIES					
Atkinsons' Market	01892010	Bakery items- Chip Seal Week	23.75		4310035
Atkinsons' Market	03263928	Bakery items- Chip Seal Week	46.28		4310035
Atkinsons' Market	05095299	Summer Solstice crew snacks	28.37		4310035
D & B Supply	781	Workwear	373.85		4310047
Fastenal Company	IDJER119449	Safety glasses and protective equipment	64.54		4310044
Napa Auto Parts	263804	Disposable gloves	25.50		4310044
Napa Auto Parts	673556	Return Credit	21.60-		4310044
Treasure Valley Coffee Inc	2160:11506796	Coffee	125.00		4310047
01-4310-3500 MOTOR FUELS & LUBRICANTS					
Valley Wide Cooperative	U2511025	Dyed diesel #2	2,006.53		4310044
01-4310-4200 PROFESSIONAL SERVICES					
Background Investigation Bureau, LL	INV-100878	Background check subscription	19.45		0
01-4310-5200 UTILITIES					
Idaho Power	2204882910 06	2204882910 200 E 10th	616.38		4310047
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
Metroquip, Inc	P38614	Sweeper Parts	2,237.94		4310044
Napa Auto Parts	263497	Z hose end fitting and hose end	92.96		4310044
Napa Auto Parts	263912	Repair Item	117.37		4310044
Commercial Tire	09-168194	Tire replacement for gooseneck trailer	519.42		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
Cintas	4264560655	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4265364232	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4266086107	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4266819618	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4267599359	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4268324304	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4269098536	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4269870229	Rental and cleaning of floor mats and coveralls	19.07		4310047
Cintas	4272885609	Rental and cleaning of floor mats and coveralls	19.63		4310047
Cintas	4273631901	Rental and cleaning of floor mats and coveralls	19.63		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Cintas	5342433703	First aid cabinet service and safety supplies	61.50		4310047
Sentinel Fire & Security, Inc	125040	Quarterly fire alarm monitoring for Maintenance Building	105.06		4310047
Sentinel Fire & Security, Inc	125142	AES fire alarm monitoring services	105.06		4310047
FIRST AMERICAN EQUIPMENT F	00530206	Property tax reimbursement	231.12		0
01-4310-6920 SIGNS & SIGNALIZATION					
Econo Signs LLC	10-1003594	Custom sign: No parking turn around only	137.70		4310040
01-4310-6930 STREET LIGHTING					
Idaho Power	2200749261 06	2200749261 Street lighting	435.85		4310050
Idaho Power	2201013857 06	2201013857 160 W 6th St Light	31.77		4310050
Idaho Power	2201174667 06	2201174667 6th St & Main Lights	1.92		4310050
Idaho Power	2202627564 06	2202627564 411 N Main St Light	27.30		4310050
Idaho Power	2203855230 06	2203855230 291 N WALNUT AVE E SV LGT C	58.20		4310050
Idaho Power	2204535385 06	2204535385 420 E 4th St Light	50.72		4310050
Idaho Power	2204882910 06	2204882910 Various Street lights	579.01		4310050
Idaho Power	2205963446 06	2205963446 421 N Leadville Ave Light	31.27		4310050
Idaho Power	2206773224 06	2206773224 600 E 2nd St Lite	28.67		4310050
Idaho Power	2207487501 06	2207487501 560 N 1st Ave Lites	27.60		4310050
Idaho Power	2208316659 06	2208316659 391 N 1st Ave Lites	29.73		4310050
Idaho Power	2208791562 06	2208791562 1st St & Main Lights & Signal	37.27		4310050
Idaho Power	2209078647 06	2209078647 Sun Valley Rd & Main St Lights	43.42		4310050
Idaho Power	2224304721 06	2224304721 111 S Leadville Ave	162.88		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
A.C. Houston Lumber Co	2606-518650	Spray Paint	131.88		4310035
A.C. Houston Lumber Co	2606-520307	Roofing felt	40.32		4310035
A.C. Houston Lumber Co	2606-521914	Spray paint	65.94		4310035
Idaho Traffic Safety Inc	198108	2026 Paint Striping	60,742.97	26106	0
TRAFFIC SAFETY SUPPLY CO., I	INV092175	Safespace EV11 Solar Radar Sign	4,817.73		4310040
Walker Sand and Gravel	1636308	Imported clean fill	115.10		4310033
Idaho Materials & Construction	6872521	Asphalt Materials	1,453.48		4310036
Total STREET:			76,021.03		
RECREATION					
01-4510-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2606-521954	Lime, wood stakes	48.05		0
A.C. Houston Lumber Co	2606-524740	Cutoff discs	38.94		0
A.C. Houston Lumber Co	2606-525282	Sandpaper, paint brushes, paint roller frame	20.68		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Chateau Drug Center	3180961	Sanding sponges, Flex Seal, dry erase markers, misc, and key rings	66.47		0
Chateau Drug Center	3180973	Universal flapper	15.19		0
Chateau Drug Center	3183932	Aux adapter, flapper, and flex seal return	18.04		0
Chateau Drug Center	3185045	Sockets and Adapter	20.68		0
Chateau Drug Center	3185375	Toilet Flapper	12.34		0
Color Haus, Inc.	FVM8K	4th of July Float	36.52		0
01-4510-3250 RECREATION SUPPLIES					
Atkinsons' Market	06954255	Baking supplies	34.69		0
01-4510-4200 PROFESSIONAL SERVICE					
Environmental Resource Center	146	Science After School programs	980.00		0
01-4510-5200 UTILITIES					
Idaho Power	2206452274 06	2206452274 900 N 3rd Ave Rec	259.06		0
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ					
Color Haus, Inc.	GAGAX	Paint and supplies	367.12		0
Total RECREATION:			1,917.78		
Total GENERAL FUND:			317,174.74		
WAGON DAYS FUND					
WAGON DAYS EXPENDITURES					
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO					
WOOD RIVER WEEKLY	2524	Kids Camps Special advertisement.	925.00		0
Total WAGON DAYS EXPENDITURES:			925.00		
Total WAGON DAYS FUND:			925.00		
GENERAL CAPITAL IMPROVEMENT FD					
03-3400-7220 FIRE & RESCUE IMPACT FEES					
Parker, Robert	061826	Refund of Fire Development Impact Fees	2,092.00		0
Luxury Homes of Idaho	061826	Refund of Fire Development Impact Fees	2,092.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total :			4,184.00		
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK (P)					
Enourato, Lisa	130	Downtown Core Sidewalk Project Support	1,827.50	26038	0
EVANS PLUMBING INC	177589	Snowmelt Giacobbi Square	2,934.71		711008
Lunceford Excavation, Inc.	19501	Miscellaneous Sidewalk	19,145.24	26161	711009
LANDSCAPE FORMS, LLC	0000249665	Street lights	40,680.00	26150	711006
LANDSCAPE FORMS, LLC	0000249820	Street lights	72,840.00	26150	711006
03-4193-7611 PAVEMENT MANAGEMENT PROG (P)					
Enourato, Lisa	130	Pavement Management Program Support	106.25	26040	0
Total GENERAL CIP EXPENDITURES:			137,533.70		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7135 FOREST SRV PARK RENOVATION					
VIEWPOINT, INC.	D1_101513VP	Doors and Windows at Forest Service Park	21,127.28		0
03-4194-7136 HYPERBOREAN CONDO RENOVATION					
Peak Venture Group LLC	1097.1	Renovation of Hyperborean Condos - INCREASE	3,000.00	25171	0
03-4194-7156 ORE WAGON R&M					
Enourato, Lisa	130	Ore Wagon R&M Project Support	42.50	26041	0
03-4194-7161 VISITOR CENTER BUIDLING R&M					
Enourato, Lisa	130	Visitor Center R&M Project Support	127.50	26042	0
03-4194-7162 TOWN SQUARE REMODEL PHASE I					
Enourato, Lisa	130	Town Square Remodel Project Support	255.00	26039	0
Total FACILITY MAINT CIP EXPENDITURE:			24,552.28		
Total GENERAL CAPITAL IMPROVEMENT FD:			166,269.98		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
22-4910-6060 EVENTS/PROMOTIONS					
Chateau Drug Center	3181137	Screwdriver	6.64		491038
Clear Creek Disposal	0001916016	Portable restroom delivery, rental and service	428.40		491005
Color Haus, Inc.	FLX8G	4th of July Float	240.67		491038
ESPINOZA ASSOCIATES FLOORI	NEF1098	Carpet Remnant- Ketchum Alive	432.00		491005
JAMPOKE, LLC	062426	Ketch'em Alive 2025 - Music Performance remaining amount	1,635.00		491005
Perry, Ethan J	062426	Ketch'em Alive Remaining amount	2,340.00		491005
Rockwood Booking LLC	062426	Ketch'em Alive Remaining amount	2,362.50		491005
Luster, Sean	042026.1	Ketch'em Alive Vendor remaining amount	1,545.00		491005
22-4910-6070 SVED					
Sun Valley Economic Development	1757	Public Sector - Quarterly Contract for Service	3,750.00		0
Total ORIGINAL LOT TAX:			12,740.21		
Total ORIGINAL LOT FUND:			12,740.21		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-4200 PROFESSIONAL SERVICES					
AGNEW BECK CONSULTING INC	20847	Professional consulting services for 2025 RFP process	702.50		0
Highfill, Jacklyn	062426	Spanish Classes - Reimbursement	160.00		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
Office Bright Inc	2354	Monthly Cleaning	140.00		0
Sprague Pest Solutions	6233023	Monthly exterior rodent control and preventive pest treatment service	96.25		0
Sprague Pest Solutions	6233024	Monthly pest control	137.50		0
54-4410-4260 EVERGREEN PROF SVCS					
EVANS PLUMBING INC	177559	Plumbing repair at unit 1	711.10		0
54-4410-4270 291 N 2ND PROF SVCS					
Alpine Castle Lake	INV01-M	291 Insurance Policy	6,875.00		0
Hyperborean Building One	06232026	Reserve Amount for 291 HOA	2,827.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
Clear Creek Disposal	0001916015	Monthly service and rent	552.44		0
Idaho Power	2208260063 06	2208260063 703 S MAIN ST	235.63		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Power	2226910376 06	2226910376 702 S MAIN ST	456.20		0
54-4410-5210 291 N 2ND AVE UTILITIES					
Clear Creek Disposal	0001923761	Hyperborean Garbage	324.58		0
Idaho Power	2227900418 06	2227900418 291 N 2nd Ave	106.36		0
54-4410-5215 EVERGREEN UTILITIES					
Clear Creek Disposal	0001916023	Garbage and Recycling	223.31		0
Idaho Power	2228126898 06	2228126898 141 Bird Dr Utl	247.43		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
A.C. Houston Lumber Co	2605-509882	Return Lumber Credit	34.37-		0
Sherwin-Williams Co	4202017575062	Paint	30.72		0
Blackwood Builders	042226	Window Installation at Lift Tower	900.00		0
Total COMMUNITY HOUSING EXPENSE:			14,691.65		
Total COMMUNITY HOUSING:			14,691.65		
WATER FUND					
WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLIES					
A.C. Houston Lumber Co	2606-520858	Painters coveralls, Safety chemical goggles	25.98		0
Chateau Drug Center	3181443	Air filter	6.64		0
Silver Creek Supply	0027709858-00	Irrigation supplies	504.58		0
63-4340-3250 LABORATORY/ANALYSIS					
Magic Valley Labs, Inc.	38881	Drinking water bacteria testing and cooler return services	185.00		0
63-4340-4200 PROFESSIONAL SERVICES					
Leonard Petroleum Equipment	142390	2026 DEQ Compliance Tests	3,445.50		0
Spronk Water Engineers Inc	WRV03-33	Engineering Services	1,634.38		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
Century Link	333465565 060	333465565 Monthly charges	144.84		0
Sentinel Fire & Security, Inc	124949	Monitoring services for Water & Sewer Admin and Water Building	76.48		0
Verizon Wireless	6146014685	Monthly Wireless	117.39		0
63-4340-5200 UTILITIES					
Idaho Power	2202458903 06	2202458903 110 River Ranch Rd Optc	635.88		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Idaho Power	2203658592 06	2203658592 Wells and Boosters	14,436.30		0
Idaho Power	2206786259 06	2206786259 110 River Ranch Rd Admn	58.69		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. Houston Lumber Co	2606-522866	Hex bolts, Hex nuts	142.35		0
Lunceford Excavation, Inc.	19539	Pinewood Water Leak	4,184.18		0
Lunceford Excavation, Inc.	19560	Transport, excavate, fix, backfill, and clean up for water leak at 125 Graduate including equipment, parts, labor, and materials	8,152.16		0
Total WATER EXPENDITURES:			<u>33,750.35</u>		
Total WATER FUND:			<u>33,750.35</u>		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7812 OPS BUILDING ADDITION DESIGN					
RLB ARCHITECTURE	112522	Ops Building Addition Design	16,851.25	26125	0
64-4340-7813 NORTHWOOD WELL ROOF ADDITION					
Sherwin-Williams Co	3248117713062	Paint and supplies for shop	311.22		0
Total WATER CIP EXPENDITURES:			<u>17,162.47</u>		
Total WATER CAPITAL IMPROVEMENT FUND:			<u>17,162.47</u>		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-3200 OPERATING SUPPLIES					
Atkinsons' Market	02106773	Fish food	2.65		0
Atkinsons' Market	03257077	Staff Going Away Party	45.47		0
Chateau Drug Center	3185743	Mouse traps	8.52		0
Roberts Electric	15625	8 prn socket materials	74.58		0
65-4350-3400 MINOR EQUIPMENT					
Platt Electric Supply	7K51654	Electrical Items	268.44		0
65-4350-3800 CHEMICALS					
Thatcher Company, Inc	2026100108274	ALUMINUM SULFATE	11,142.33	26085	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-4200 PROFESSIONAL SERVICES					
Banyan Technology Inc	21509	Remote support, troubleshooting, and programming for aeration system	4,353.75		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
Sentinel Fire & Security, Inc	124949	Monitoring services for Water & Sewer Admin and Water Building	25.49		0
65-4350-5200 UTILITIES					
Idaho Power	2202158701 06	2202158701 110 River Ranch Rd SWR	13,507.64		0
Idaho Power	2202703357 06	2202703357 1001 Chief Joseph Ct Wy Equ Ctr	46.16		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
Grainger, Inc., W.W.	9954783693	Float switch	91.18		0
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
Chateau Drug Center	3184455	USB flash drive	56.96		0
Integrity Inspection Solutions	34007292	Collection System Repairs	27,975.00	26153	0
Total WASTEWATER EXPENDITURES:			57,598.17		
Total WASTEWATER FUND:			57,598.17		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7821 AERATION BASIN UPGRADE					
Integrity Inspection Solutions	33723897	Aeration Basin 1 & 2 Cleaning	75,800.00	26154	0
Total WASTEWATER CIP EXPENDITURES:			75,800.00		
Total WASTEWATER CAPITAL IMPROVE FND:			75,800.00		
POLICE TRUST FUND					
POLICE TRUST EXPENDITURES					
90-4900-4200 PROFESSIONAL SERVICES					
Lexipol LLC	INVLEX11269	Annual Contract	10,034.00		0
90-4900-6910 OTHER PURCHASED SERVICES					
Blaine County Clerk/Recorder	062526	K9 & K9 Equipment	25,000.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CDW Government, Inc	AJ8829T	Dell CTO Pro R5-8600G computers	10,565.38		0
Total POLICE TRUST EXPENDITURES:			45,599.38		
Total POLICE TRUST FUND:			45,599.38		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-7700 WATCH ME GROW GARDEN					
Webb Landscaping	K-IN-215537	Diatomaceous Earth and Lady bugs	27.79		0
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
Enourato, Lisa	130	Warm Springs Preserve Restoration - Project Support	2,443.75	26044	0
Walsworth Furnishings	062526	WSP Benches	7,500.00	26111	0
Total PARKS/REC TRUST EXPENDITURES:			9,971.54		
Total PARKS/REC DEV TRUST FUND:			9,971.54		
Grand Totals:			751,683.49		

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No,Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 7/9/26 Staff Member/Dept: Kelsie Choma – Finance

Agenda Item: Recommendation to Approve Alcohol Beverage Licenses

Recommended Motion:

I move to approve the Alcohol Beverage License Applications for the applicants included in the staff report.

Reasons for Recommendation:

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
• The attached applications are for the period of September 1, 2026 – August 31, 2027.
• Council approval is requested to complete the process of issuing such beer, wine and liquor licenses, including renewals.

Policy Analysis and Background (non-consent items only):

Pursuant to Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any individual or business to sell liquor, beer, or wine at retail or by-the-drink within the City without first obtaining the appropriate licenses as required under Ordinance 367. All City-issued liquor, beer, and wine licenses expire annually and must be renewed by September 1.
The businesses listed below have applied to sell beer, wine, and liquor. (Wine is included within the liquor license fee.)
The businesses have submitted the required applications, and Council approval is requested to finalize the issuance of the applicable beer, wine, and liquor license, including renewals.

Sustainability Impact:

None

Financial Impact:

Revenue: The City will realize a revenue of \$3,790 from approval of these licenses in accordance with the current fee structure.

Attachments:

1. Table of License
2. Beer, Wine & Liquor-by-the-Drink License Application

<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 (includes wine fees)</u>
American Legion	X				X
Atkinsons' Market		X		X	
Limelight Hotel	X				X
River Run Lodge	X	X			X
Village Market		X		X	
Warm Springs Lodge	X	X			X



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: American Legion Post 115		Doing Business As:
Physical Address where license will be displayed: 220 Cottonwood Street, Ketchum, ID 83340		
Mailing Address: PO Box 625, Ketchum, ID 83340		
Recorded Owner of Property: DAVID KETCHUM POST #115		
Applicant Phone Number: 208 726 2200		Applicant Email: capt.bolton@gmail.com
STATE LICENSE NO: 36826 (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Harry Bolton and Ed Simon, PO Box 625, Ketchum, ID 83340 Charles McNary, 274 Indian Creek Road, Hailey, ID 83333 Wayne M. Murray, 25 Spring View Court, Hailey, ID 83333 David Briggs, PO Box 1933, Ketchum, ID 83340
BEER LICENSE FEES		
<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
WINE LICENSE FEES		
<input type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Edward Simon Adjutant

Applicant Signature

Relation to Business

Edward Simon

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</i>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		



City of Ketchum

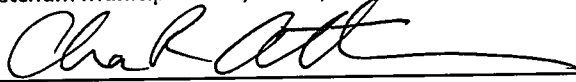
Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Atkinsons' Market, Inc		Doing Business As:
Physical Address where license will be displayed: 451 4th Street East		
Mailing Address: PO Box 2088, Ketchum, ID 83340		
Recorded Owner of Property: Giacobbi Square LLC		
Applicant Phone Number: 208-726-5668		Applicant Email: chip@atkinsons.com
STATE LICENSE NO: 1832 (copy required)	COUNTY LICENSE NO: 2027-015 (copy required)	
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: Charles R Atkinson, President Whitney J Atkinson, Secretary PO Box 2088 Ketchum, ID 83340	
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 250.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



President

Applicant Signature

Relation to Business

6/22/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</i>		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 175562

Premises Number: 5B-6

License Year: 2027
License Number: 1832

This is to certify, that Atkinson's Market Inc
doing business as: Atkinson's Market
is licensed to sell alcoholic beverages as stated below at:
Giacobbi Square , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.



Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$150.00

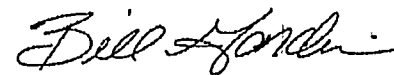
ATKINSON'S MARKET INC
ATKINSON'S MARKET
PO BOX 2088

KETCHUM, ID 83340

Mailing Address

License Valid: 08/01/2026 - 07/31/2027

Expires: 07/31/2027



Director of Idaho State Police



2027

BLAINE COUNTY
STATE OF IDAHO

No. 2027-015

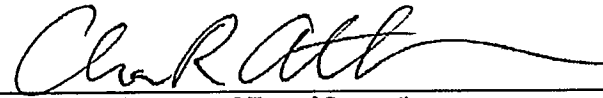
RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT ATKINSONS MARKET INC
 doing business as ATKINSONS MARKET
 at 451 4TH ST E, KETCHUM, ID 83340
 a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

State License Issue Date: 08/01/2026

Transfer Fee

Bottled/canned beer, Consumed off premise	\$25.00
Bottled/canned beer, Consumed on premise	\$75.00
Draft beer, Includes draft, bottled, and/or canned	\$0.00
Wine by the glass	\$0.00
Wine by the bottle	\$100.00
Liquor	\$0.00
Total	\$200.00



Signature of Licensee or Officer of Corporation

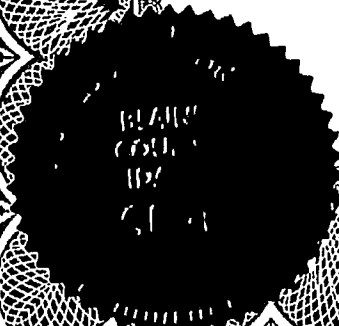
This license is TRANSFERABLE and EXPIRES 07/31/2027.
 Witness my hand and seal

Angus McConry
 Chairman

Lindsay Mollineaux
 Commissioner

Marky Davis
 Commissioner

 Clerk of the Board of County Commissioners





City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Aspen Skiing Company, LLC		Doing Business As: Limelight Hotel Ketchum
Physical Address where license will be displayed: 151 S. Main St., Ketchum, ID 83340		
Mailing Address: P.O. Box 7081, Ketchum, ID 83340		
Recorded Owner of Property: Aspen Skiing Company, LLC dba Limelight Hotel Ketchum		
Applicant Phone Number: (208) 726-0881		Applicant Email: rwhite@aspen.com
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: Please see attached. _____ _____ _____
BEER LICENSE FEES		
<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
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		<u>\$760.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Denis Cote, Hotel Manager

Applicant Signature

Relation to Business

05/26/2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</i>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 5B-20795

Rural Hotel License

This is to certify, that Aspen Skiing Company LLC
doing business as: Limelight Hotel Ketchum

is licensed to sell alcoholic beverages as stated below at:

151 S Main Street , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$300.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: \$350.00

ASPEN SKIING COMPANY LLC
LIMELIGHT HOTEL KETCHUM
PO BOX 7081

KETCHUM, ID 83340
Mailing Address

Valid

08/01/2026 - 07/31/2027

Expires

07/31/2027



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: <u>SunValley, LLC</u>	Doing Business As: <u>River Run Lodge</u>
Physical Address where license will be displayed: <u>500 River Run Plaza, Ketchum, ID 83340</u>	
Mailing Address: <u>P.O. Box 10, SunValley, ID 83353</u>	
Recorded Owner of Property: <u>SunValley, LLC</u>	
Applicant Phone Number: <u>208-622-2222</u>	Applicant Email: <u>VSchweidler@SunValley.com</u>
STATE LICENSE NO: <u>1556</u> (copy required)	COUNTY LICENSE NO: <u>54</u> (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>See Attached</u>
BEER LICENSE FEES	
<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
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
<input checked="" type="checkbox"/> Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due <u>\$ 810</u>	
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Sun Valley, LLC's Officers

Name: Tim Silva
Title: Vice President
Address: 104 Meadowridge Rd., Sun Valley, ID 83353
Phone: 208.622.2042

Name: Pete Sonntag
Title: Chief Operating Officer
Address: 630 Kintail Dr., Hailey, ID 83333
Phone: 208.622.2066

Name: Robert Gurney
Title: General Counsel
Address: 9849 N. Willowbank Drive, Highland, UT 84003
Phone: 801-524-2965

Name: Steven Easthope
Title: Chief Tax Officer
Address: 1969 W. Bonneville Lane, Kaysville, UT 84037
Phone: 801-526-2874

Name: Kate Klossner
Title: VP Government Relations/Public Communications
Address: 7272 Pinebrook Road, Park City, UT 84098
Phone: 801-524-2767



City of Ketchum

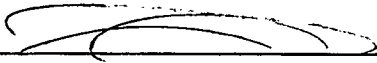
Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Buxman Enterprises, Ltd		Doing Business As: Village Market
Physical Address where license will be displayed: 100 N. Main Ketchum, ID 83340		
Mailing Address: P.O. Box 459 Glenwood Springs, CO 81602		
Recorded Owner of Property: Sun Valley Holdings, LLC		
Applicant Phone Number: 208-725-2222		Applicant Email: village@sopris.net
STATE LICENSE NO: 19399 (copy required)		COUNTY LICENSE NO: (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: JOHNNY BUXMAN 904 Oxford Lane Glenwood Spgs, CO 81601 _____ CHRISTINE FOX 302 W. Thunderbird Rd Phoenix, AZ 85023 _____ _____ _____
BEER LICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
X	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 250.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.



Applicant Signature

President

Relation to Business

6-16-2026

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received:	License Fee Paid:	License No:
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, _____ - August 31, _____</i>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		

Idaho State Police

Retail Alcohol Beverage License

Premises Number: 5B-19399

License Year: 2027
License Number: 19399

This is to certify, that Buxman Enterprises LTD
doing business as: Village Market

is licensed to sell alcoholic beverages as stated below at:
100 North Main St , Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No
Brewer's Retail	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

BUXMAN ENTERPRISES LTD
VILLAGE MARKET
PO BOX 10057

KETCHUM, ID 83340
Mailing Address

License Valid: 08/01/2026 - 07/31/2027

Expires: 07/31/2027

Bill Gordon

Director of Idaho State Police





City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: <u>Sun Valley, LLC</u>	Doing Business As: <u>Warm Springs Lodge</u>	
Physical Address where license will be displayed: <u>201 Picabo Street, Ketchum, ID 83340</u>		
Mailing Address: <u>P.O. Box 10, Sun Valley, ID 83353</u>		
Recorded Owner of Property: <u>Sun Valley, LLC</u>		
Applicant Phone Number: <u>208-622-7222</u>	Applicant Email: <u>lchoesler@sunvalley.com</u>	
STATE LICENSE NO: <u>1556</u> (copy required)	COUNTY LICENSE NO: <u>54</u>	(copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: <u>See Attached</u>	
BEER LICENSE FEES		
<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
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		<u>\$ 810</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, 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 intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Sun Valley, LLC's Officers

Name: Tim Silva
Title: Vice President
Address: 104 Meadowridge Rd., Sun Valley, ID 83353
Phone: 208.622.2042

Name: Pete Sonntag
Title: Chief Operating Officer
Address: 630 Kintail Dr., Hailey, ID 83333
Phone: 208.622.2066

Name: Robert Gurney
Title: General Counsel
Address: 9849 N. Willowbank Drive, Highland, UT 84003
Phone: 801-524-2965

Name: Steven Easthope
Title: Chief Tax Officer
Address: 1969 W. Bonneville Lane, Kaysville, UT 84037
Phone: 801-526-2874

Name: Kate Klossner
Title: VP Government Relations/Public Communications
Address: 7272 Pinebrook Road, Park City, UT 84098
Phone: 801-524-2767



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 9, 2026 Staff Member/Dept: Ben Whipple/Administration

Agenda Item: Recommendation to approve Landscape Easement Agreement with the Idaho Foundation for Parks and Lands. The final legal description of the easement area will be added at a later date following installation of the sidewalk improvements, allowing the project engineer to accurately define the easement boundaries based on final constructed conditions.

Recommended Motion:

"I approve the Landscape Easement Agreement between the City of Ketchum and the Idaho Foundation for Parks and Lands and authorize the Mayor to execute the agreement."

Reasons for Recommendation:

- The proposed Landscape Easement Agreement will allow the City to install and maintain landscaping improvements within designated easement areas adjacent to State Highway 75, enhancing the southern gateway into Ketchum.
- Staff has worked collaboratively with GGLO, the Idaho Transportation Department, Idaho Foundation for Parks and Lands, and Sun Valley Company to develop the landscape concepts, planting plans, and future gateway improvements reflected in the agreement.
- The agreement provides a framework for ongoing coordination between the City and Idaho Parks and Lands regarding future improvements, including potential gateway signage and fencing, while preserving scenic views and public land values.
- The landscaping improvements complement the South of Town project and support City goals related to beautification, sustainability, and community identity.
- Approval of the agreement will allow the City to move forward with implementation of the approved landscaping improvements and associated maintenance obligations in future budgets.

Sustainability Impact:

None OR state impact here: The project incorporates native and adaptive plantings, enhances gateway aesthetics, and supports long-term landscape sustainability.

Financial Impact:

None OR Adequate funds exist in account: Costs will be presented for Council approval in future budgets.

Attachments:

1. Landscape Easement Agreement #27009

LANDSCAPE EASEMENT AGREEMENT #27009

This Landscape Easement Agreement (the “Agreement”) is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the “Grantor”), and the City of Ketchum (the “Grantee”).

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE ¼, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

(“Property”) more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor has entered into a Water Main Easement Agreement with Grantee attached hereto as Exhibit B.

3. Grantee has entered into a Lease of Water Rights Agreement with Grantor attached hereto as Exhibit C.

4. Grantee desires to construct, install, and maintain landscape and gateway improvements within defined portion of the Property.

5. Grantor is willing to grant to Grantee a non-exclusive easement for such purposes, subject to the terms set forth herein.

6. The location of the easement areas is depicted on Exhibit D (Easement Area Map) and will be legally described in Exhibit E (legal Description – *to be inserted*).

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement (“Easement”) over, upon, across and within that part of the Property at the location depicted on Exhibit B attached hereto and incorporated herein.

2. Purpose of Easement. This grant of Easement is for the sole purpose of installation and maintenance of landscape improvements as described in Exhibit B.

3. Landscape Improvements. Grantee agrees to coordinate with the Idaho Transportation Department (ITD) regarding the installation of the landscape improvements. The landscape improvements shall be constructed and maintained at the expense of the Grantee and/or ITD. Grantor shall not be responsible to contribute to the costs of installation and maintenance of the landscape improvements.

3.1 Collaboration. Grantor and Grantee agree to work collaboratively, in good faith, and with reasonable diligence to plan, design, and implement improvements within the Easement Area in a manner that reflects the shared goals of enhancing the visual character of the corridor, preserving the natural and scenic qualities of adjacent public lands, maintaining safety and functionality of the State Highway corridor, and respecting the operational needs of Grantor.

3.2 Review Process. Prior to installation of any improvements not expressly shown in Exhibit B, Grantee shall submit to Grantor for review and approval on planting plans and species lists, irrigation and grading details, materials and finishes (including fencing if funding allows), and signage concepts, including size, scale, materials, and placement. Approval shall not be unreasonably withheld, conditioned, or delayed, provided the improvements are consistent with the purposes of this Agreement.

3.3 Gateway Signage. The parties shall engage in a collaborative design process, which may include concept sharing, iterative review, and at least one joint meeting prior to final approval. Gateway or welcome signage is planned to be context-sensitive and compatible with the surrounding landscape and public lands character, designed to preserve and not unreasonably obstruct significant view corridors, including views toward natural features and along the highway corridor, avoid visual clutter and excessive scale, and utilize durable, natural, or regionally appropriate materials to the extent practicable. Signage shall be located entirely within the Easement area and positioned to avoid interference with sight distance, traffic safety, and roadway operations. No signage shall be installed until final written approval is provided by Grantor.

3.4 Fencing. Grantee shall coordinate with Grantor regarding the design and specific location of future fencing within the Easement Area. Grantee shall bear the cost of installation and maintenance of said fencing.

4. Unencumbered Title. Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement Area.

6. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agents' actions with respect to each party's respective uses of the Property and Easement.

7. **Retained Rights.** Grantor shall retain all rights to the Property not granted hereby.

8. **Recording.** This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

9. **Binding Effect.** All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

10. **Remedies.** Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

11. **Notices.** All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

12. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

13. **Situs.** This Agreement and the Easement shall be construed under the laws of the State of Idaho

14. **Severability.** In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

15. **Execution.** This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

16. **Amendment.** This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.

GRANTEE:
CITY OF KETCHUM IDAHO

Brandy Wilson
President

Pete Prekeges, Mayor

Attest:

Trent Donat, City Clerk

STATE OF IDAHO)
 : ss
County of Blaine)

On this ____ day of _____, 2026, before me, _____, a Notary Public, personally appeared _____, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public for Idaho
Commission expires: _____

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE ¼, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B
Water Main Easement Agreement

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the “Agreement”) is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the “Grantor”), and the City of Ketchum (the “Grantee”).

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW ¼ NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

(“Property”) more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B (“Easement”) attached.

2. Purpose and Access. This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. Unencumbered Title. Grantor warrants that the Property’s Easement granted herein is granted free and clear of all liens and encumbrances.

4. Costs. Grantor, except for by Grantor’s own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
**IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.**

Brandy Wilson
Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO

Pete Prekeges
Pete Prekeges, Mayor

Attest:

Trent Donat
Trent Donat, City Clerk



STATE OF IDAHO)
 : ss
County of)

On this 5th day of MARCH, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, Mayor of KETCHUM, IDAHO, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



Trent Donat
Notary Public for Idaho
Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

Lizbeth Ojeda Jimenez
Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

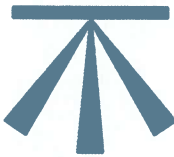
Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE ¼, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B
Legal Description of Easement



Legal Description – WL-A (East) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence S89°50'45"E, 179.15 feet;

Thence S67°20'45"E, 53.60 feet;

Thence S89°50'45"E, 607.20 feet;

Thence S44°50'45"E, 309.20 feet;

Thence S25°01'22"E, 61.64 feet;

Thence S13°46'22"E, 365.11 feet;

Thence S36°16'22"E, 40.60 feet;

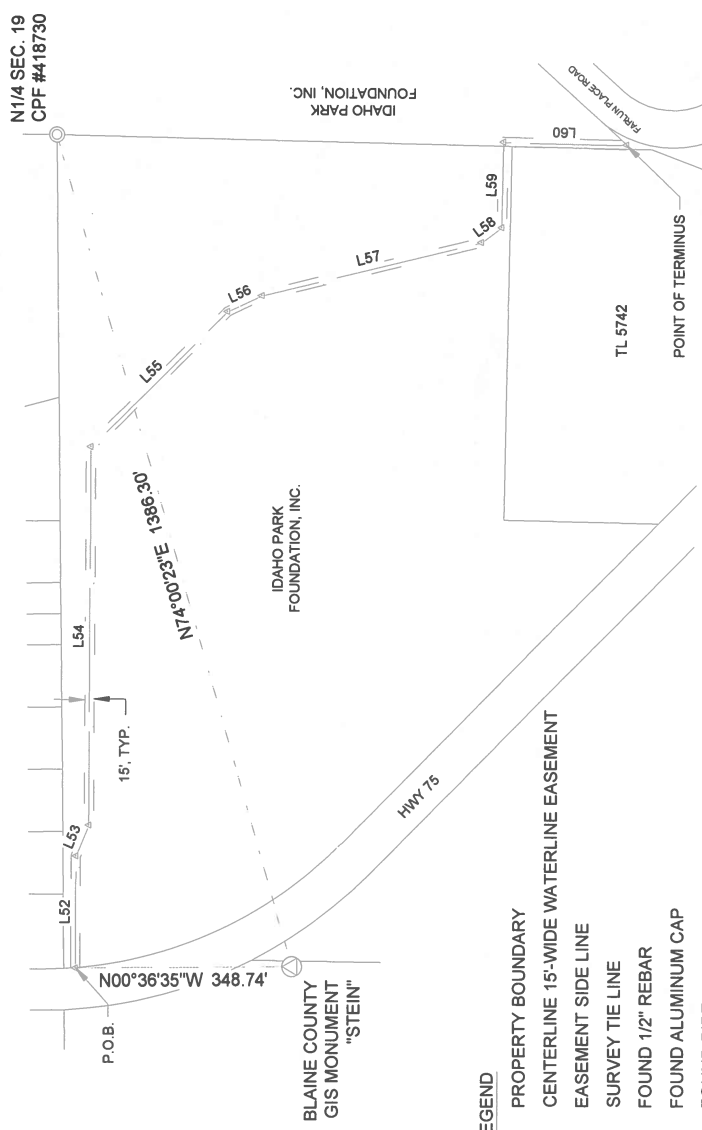
Thence S88°50'55"E, 137.62 feet;

Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

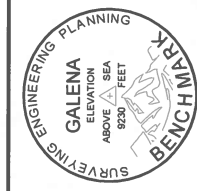
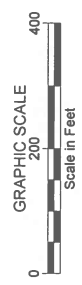
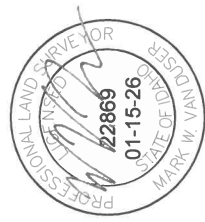
Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE TABLE		
LINE #	LENGTH	DIRECTION
L52	179.15'	S89°50'45"E
L53	53.60'	S67°20'45"E
L54	607.20'	S89°50'45"E
L55	309.20'	S44°50'45"E
L56	61.64'	S25°01'22"E
L57	365.11'	S13°46'22"E
L58	40.60'	S36°16'22"E
L59	137.62'	S88°50'55"E
L60	197.69'	S01°10'32"W

- LEGEND**
- PROPERTY BOUNDARY
 - W — CENTERLINE 15'-WIDE WATERLINE EASEMENT
 - EASEMENT SIDE LINE
 - SURVEY TIE LINE
 - FOUND 1/2" REBAR
 - ⊙ FOUND ALUMINUM CAP
 - ⊙ FOUND PIPE
 - △ CALCULATED POINT



**WL-A (EAST)
EASEMENT EXHIBIT**

LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM
DWG BY: WW 24189 ESMT.DWG

PROJECT NO. 24189

SHEET: 1 OF 1



Legal Description – WL-A (West) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence, S22°51'34"W, 13.28 feet;

Thence, S00°21'34"W, 29.95 feet;

Thence, S22°08'26"E, 57.80 feet;

Thence, S22°51'34"W, 127.77 feet;

Thence, S00°41'35"W, 739.46 feet;

Thence, S00°49'52"W, 162.31 feet;

Thence, S21°46'55"E, 99.59 feet;

Thence, S31°31'37"E, 551.60 feet;

Thence, S54°01'37"E, 184.83 feet;

Thence, S65°16'37"E, 262.97 feet;

Thence, S54°00'54"E, 340.70 feet;

Thence, S28°29'31"E, 16.53 feet;

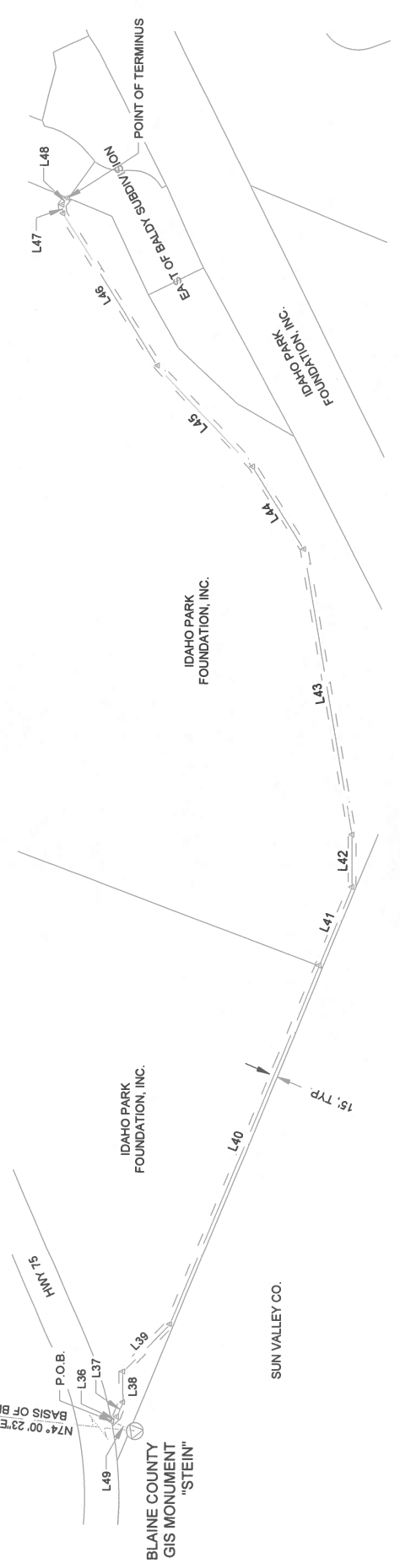
Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189



N1/4 SEC. 19
 CPF #418730
 BASIS OF BEARING
 N74° 00' 23"E 1388.30'



- LEGEND**
- PROPERTY BOUNDARY
 - W — CENTERLINE 15'-WIDE WATERLINE EASEMENT
 - EASEMENT SIDE LINE
 - SURVEY TIE LINE
 - FOUND 1/2" REBAR
 - ⊙ FOUND ALUMINUM CAP
 - ⊙ FOUND PIPE
 - △ CALCULATED POINT

LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	162.31'	S00°49'52"W
L42	98.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	262.97'	S65°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E



WL-A (WEST)
EASEMENT EXHIBIT
 LOCATED WITHIN
 SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM
 DWG BY: WW 24189 ESMT.DWG

PROJECT NO. 24189
 SHEET: 1 OF 1

EXHIBIT C
Lease of Water Rights Agreement

LEASE OF WATER RIGHTS AGREEMENT #27008

This Lease of Water Rights Agreement (the "Agreement") is made and entered into by and between the City of Ketchum ("City"), and the Idaho Foundation for Parks and Lands, Inc. ("Foundation").

RECITALS

1. The Foundation is a privately funded nonprofit organization whose mission is to preserve and protect open space lands and unique natural, scenic settings for public benefit;
2. The Foundation owns and has sustainably managed Reinheimer Ranch, a 110-acre tract of land adjacent to the City of Ketchum ("Property") for approximately 50 years;
3. The City is working with ITD on improvements to Highway 75, including roadway and landscaping improvements at the intersection of Serenade Lane and Highway 75 near the Property;
4. The City's plans for improvements along Highway 75 also required the installation of a water main crossing the Property;
5. The Foundation has need of supplemental irrigation water for the Property;
6. The City owns the Water Right 37-289, which is currently not utilized for municipal irrigation purposes;
7. The City has offered to lease a portion of the Water Right to the Foundation to provide supplemental irrigation water for the Property;
8. The Foundation has entered into a Water Main Easement Agreement with the City attached hereto as Exhibit A.
9. The Foundation has further agreed to convey a Landscape Easement Agreement with the City. The City is currently working collaboratively and in good faith with the Foundation to develop mutually acceptable landscaping elements.

AGREEMENT

1. **Lease of Water Right.** The City agrees to lease portions of the Water Right to the Foundation on the terms and conditions provided herein.
2. **Initial Term.** Commencing on January 1, 2027 and terminating on December 31, 2031, the City shall lease 4.0 cubic feet per second (cfs) of the Water Right to the Foundation.
3. **Renewal Terms.** Following the termination of the First Lease Term, the City shall lease to the Foundation 2.0 cubic feet per second (cfs) of the Water Right for irrigation use on the

Ranch Real Property, as long as the City holds a Water Main Easement on said property. This lease shall be renewed annually until terminated under Section 4 herein or by mutual agreement of the Parties.

4. Termination of Water Rights Lease. In the event the City terminates the Water Main Easement, or upon its abandonment by the City, the lease of the Water Right shall terminate at the end of the irrigation season contemporaneous with the termination of the Water Main Easement.

5. Lease Rate. The lease rate will be consistent with the rates Idaho Department of Water Resource's Water Bank charges throughout the duration of this agreement. The annual lease payment shall be based on total volume diverted during the irrigation season multiplied by the price per acre-foot charged by the Water Supply Bank for water rentals for that irrigation season. The land value of the Water Line Easement is \$102,000. The City has paid the Foundation \$25,000 upon assignment and signing of the Water Main Agreement. The City shall pay the remaining sum of \$77,000 in water rental to the Foundation commencing on January 1, 2027 for a five-year period, and beginning year six, the lease will continue to be renewed under the renewal terms set forth under Section 3.

7. Offset to Lease Payments. The annual lease payment due to the City shall be offset against the balance due on the purchase price for the Water Main Easement. An amount equal to the then-current rental rate charged by the Water Supply Bank for the leased portion of the Water Right shall be applied to the remaining balance due to the City.

8. Use of Leased Water Right. The leased portion of the Water Right shall be used only for irrigation purposes on the Property. Irrigated acreage shall not exceed the authorized beneficial use of the Water Right.

9. Point of Diversion. At any time following the commencement of the First Lease Term, and as requested by the Foundation, the City agrees to apply for an adjustment from, the point of diversion of the McCoy ditch from its current location to a location in Trail Creek as determined by the Foundation. The City shall be responsible for obtaining any necessary authorization from the Idaho Department of Water Resources for transfer of the point of diversion. Foundation shall be responsible for capital improvement costs associated with implementation of the diversion.

10. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property.

11. Retained Rights. Foundation and City shall retain all rights to the Property not granted hereby.

12. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Lease granted hereunder shall continue under the terms set forth herein and shall run with the Property.

13. Binding Effect. All provisions of this Agreement and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the

parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

14. Remedies. City acknowledges that Foundation, City, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this lease, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

15. Notices. All notices shall be given to the parties at the following addresses:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

16. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

17. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

18. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

19. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

20. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

EXHIBIT A

Water Main Easement Agreement

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (the "Agreement") is made and entered into by and between *Idaho Foundation for Parks and Lands, Inc.* (the "Grantor"), and the City of Ketchum (the "Grantee").

RECITALS

1. Grantor is the owner in fee simple of real property located at:

Tax Lot 1157 in NW 1/4 NE 1/4, Section 19, Township 4N, Range 18E
Tax Lots 5311 and 5312 in NE 1/4 NW 1/4, Section 19, Township 4N, Range 18E
Tax Lots 2033 and 2034 in SE 1/4 NW 1/4, Section 19, Township 4N, Range 18E

("Property") more particularly described on Exhibit A attached, and fully incorporated to this Agreement by reference.

2. Grantor desires to grant a water main utility easement in favor of Grantee, in, to, over, upon, across, and through a portion of the Property for a city owned water main and associated water utilities, and for access, ingress and egress thereto for construction, installation, operation, inspection, maintenance and repair of the easement, the city water main, or for removal of utilities, and other purposes as may be required.

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, lessees, licensees, and agents, a non-exclusive easement in, to, over, upon, across and through that part of the Property in the location indicated and as described in Exhibit B ("Easement") attached.

2. **Purpose and Access.** This grant of Easement shall be for water main utilities, and for access, ingress, and egress to the Easement for construction, installation, operation, inspection, maintenance and repair of the Easement, the city water main, and existing infrastructure, or for the removal of utilities, and other purposes as may be required by the owner of said utilities, together with the right to enter onto the Property for the purposes herein specified, and the right to occupy such width of the land along the boundaries of the Easement as is necessary to properly do the work of constructing, installing, operating, inspecting, maintaining and repairing the Easement, the city water main, and existing infrastructure, or removing the utility, or for other purposes as may be required with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. Grantor, for themselves, their heirs, successors and assigns, reserve the right to use the Easement for any purpose not inconsistent with this Water Main Easement Agreement.

3. **Unencumbered Title.** Grantor warrants that the Property's Easement granted herein is granted free and clear of all liens and encumbrances.

4. **Costs.** Grantor, except for by Grantor's own causal actions, shall bear no responsibility or liability for the costs of constructing and installing water utilities, including the city

water main, or for any costs of operating, inspecting, maintaining, and repairing the same as may be required from time to time, or for removing the utility, and other purposes as may be required.

5. Structures on Easement. Grantor will not erect any permanent structure within the Easement area; however, upon written permission from Grantee, Grantor may place temporary structures on the Easement. Upon receiving written notice from any public utility of the need for inspection, maintenance or repair to the Easement, Grantor will have ten (10) days in which to move such temporary structures. In the case of an emergency, no written notice to Grantor is required.

6. Landscaping. Grantor may landscape the Easement with plantings and ground cover but will plant no trees or large shrubbery on the Easement. Grantor may require Grantee to restore or replace any landscaping on the Easement or for the cost of such landscaping destroyed by the Grantee during its use of the Easement.

7. Party Responsibility. Each party shall be solely responsible and liable for its own actions and agent's actions with respect to each party's respective uses of the Property and Easement.

9. Retained Rights. Grantor shall retain all rights to the Property not granted hereby.

10. Recording. This Agreement shall be recorded with the Blaine County Recorder against the Property. The rights, privileges, and Easement granted hereunder shall continue perpetually and shall run with the Property.

11. Binding Effect. All provisions of this Agreement, the Easement, and its benefits and burdens shall run with the land and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto (specifically including successor owners of the Property or portions thereof), and the rights developed pursuant to this Agreement shall be appurtenant to the Property.

12. Remedies. Grantor acknowledges that Grantor, Grantee, and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any action or proceeding in any way arising out of this easement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

13. Notices. All notices shall be given to the parties at the following addresses:

Grantor:

Idaho Foundation for Parks and Lands, Inc.
5657 Warm Springs Ave.
Boise, ID 83716

Grantee:

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

Such notices shall be delivered in person or by certified mail with return receipt requested. Notices shall be deemed to have been given on the earlier of either (a) the actual delivery or refusal to accept delivery, or (b) the date of mailing by certified mail.

14. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

15. Situs. This Agreement and the Easement shall be construed under the laws of the State of Idaho

16. Severability. In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

17. Execution. This Agreement shall be in full force and effect upon its duly and valid execution by the parties hereto.

18. Amendment. This Agreement may be modified only upon a writing signed and dated by both parties and attached hereto as a subsequent exhibit.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, both written or oral.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this easement effective as of the day and year first above written.

GRANTOR:
**IDAHO FOUNDATION FOR
PARKS AND LANDS, INC.**

Brandy Wilson
Brandy Wilson
President

GRANTEE:
CITY OF KETCHUM IDAHO

Pete Prekeges
Pete Prekeges, Mayor

Attest:

Trent Donat
Trent Donat, City Clerk



STATE OF IDAHO)
 : ss
County of)

On this 5th day of MARCH, 2026, before me, TRENT DONAT, a Notary Public, personally appeared PETE PREKEGES, MAYOR of KETCHUM, IDAHO, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



Trent Donat
Notary Public for Idaho
Commission expires: 1/31/2029

State of Idaho, Ada County ss:

On this 12th day of February, 2026 before me Lizbeth Ojeda Jimenez, a Notary Public in and for said county and state, personally appeared Brandy M. Wilson; known or proven to me to be the person(s) who executed the foregoing instrument.

In witness wherefore, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

LIZBETH OJEDA JIMENEZ
Notary Public
State of Idaho
Commission No. 20215157

Lizbeth Ojeda Jimenez
Notary Public Residing at: Ada County
Commission Expires: 10/25/2027

EXHIBIT A

Legal Description for Grantor's Property

Tax Lot 1157 in NW ¼ NE ¼, Section 19, Township 4N, Range 18E

Tax Lots 5311 and 5312 in NE ¼ NW ¼, Section 19, Township 4N, Range 18E

Tax Lots 2033 and 2034 in SE ¼ NW ¼, Section 19, Township 4N, Range 18E

EXHIBIT B
Legal Description of Easement



Legal Description – WL-A (East) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence N00°36'35"W, 348.74 feet to a point on the easterly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence S89°50'45"E, 179.15 feet;

Thence S67°20'45"E, 53.60 feet;

Thence S89°50'45"E, 607.20 feet;

Thence S44°50'45"E, 309.20 feet;

Thence S25°01'22"E, 61.64 feet;

Thence S13°46'22"E, 365.11 feet;

Thence S36°16'22"E, 40.60 feet;

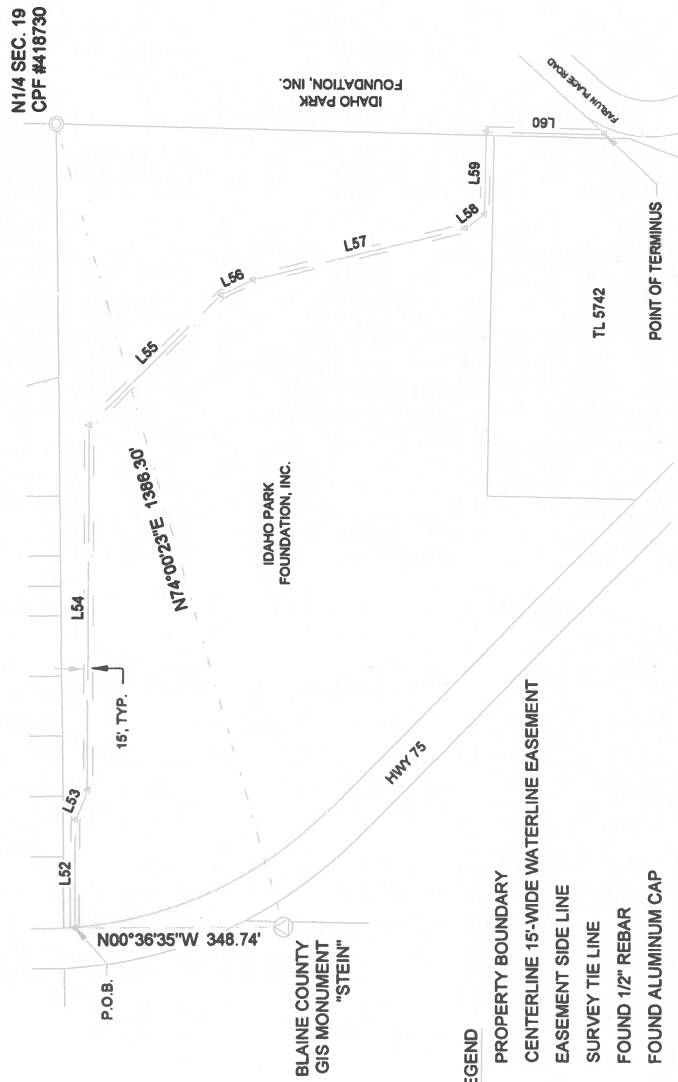
Thence S88°50'55"E, 137.62 feet;

Thence S01°10'32"W, 197.69 feet to a point on the northerly boundary of Weyyakin Subdivision Amended, Block 7, Lot 2A, Inst. No. 603117, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.67 acres (29,286 SF), more or less. This description is to be construed in conjunction with the exhibit attached hereto and made a part hereof.

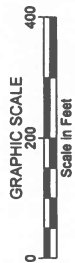
Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE #	LENGTH	DIRECTION
L52	179.15'	S89°50'45"E
L53	53.60'	S67°20'45"E
L54	607.20'	S89°50'45"E
L55	309.20'	S44°50'45"E
L56	61.64'	S25°01'22"E
L57	365.11'	S13°46'22"E
L58	40.60'	S38°16'22"E
L59	137.62'	S68°50'55"E
L60	197.69'	S01°10'32"W

- LEGEND**
- W — PROPERTY BOUNDARY
 - CENTERLINE 15'-WIDE WATERLINE EASEMENT
 - EASEMENT SIDE LINE
 - SURVEY TIE LINE
 - FOUND 1/2" REBAR
 - △ FOUND ALUMINUM CAP
 - ⊙ FOUND PIPE
 - △ CALCULATED POINT



WL-A (EAST)

EASEMENT EXHIBIT

LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: CITY OF KETCHUM

DWG BY: VW 24189 ESMT.DWG

PROJECT NO. 24189

SHEET: 1 OF 1



Legal Description – WL-A (West) Easement

A 15'-wide strip of land located with Township 4 North, Range 18 East, Section 19, Boise Meridian, City of Ketchum, Blaine County, Idaho, and the centerline of said strip following the as-built location of a water line and more particularly described as follows:

Commencing at Blaine County GIS Monument "Stein", being a 5/8" rebar with 2"Φ aluminum cap inscribed "STEIN 2004" from which bears the N1/4 corner of said Section 19, as described in CPF #418730, N74°00'23"E, 1386.30 feet;

Thence S89°29'50"E, 47.51 feet to a point on the westerly right-of-way of State Highway 75, also being the **Point of Beginning**;

Thence, S22°51'34"W, 13.28 feet;

Thence, S00°21'34"W, 29.95 feet;

Thence, S22°08'26"E, 57.80 feet;

Thence, S22°51'34"W, 127.77 feet;

Thence, S00°41'35"W, 739.46 feet;

Thence, S00°49'52"W, 162.31 feet;

Thence, S21°46'55"E, 99.59 feet;

Thence, S31°31'37"E, 551.60 feet;

Thence, S54°01'37"E, 184.83 feet;

Thence, S65°16'37"E, 262.97 feet;

Thence, S54°00'54"E, 340.70 feet;

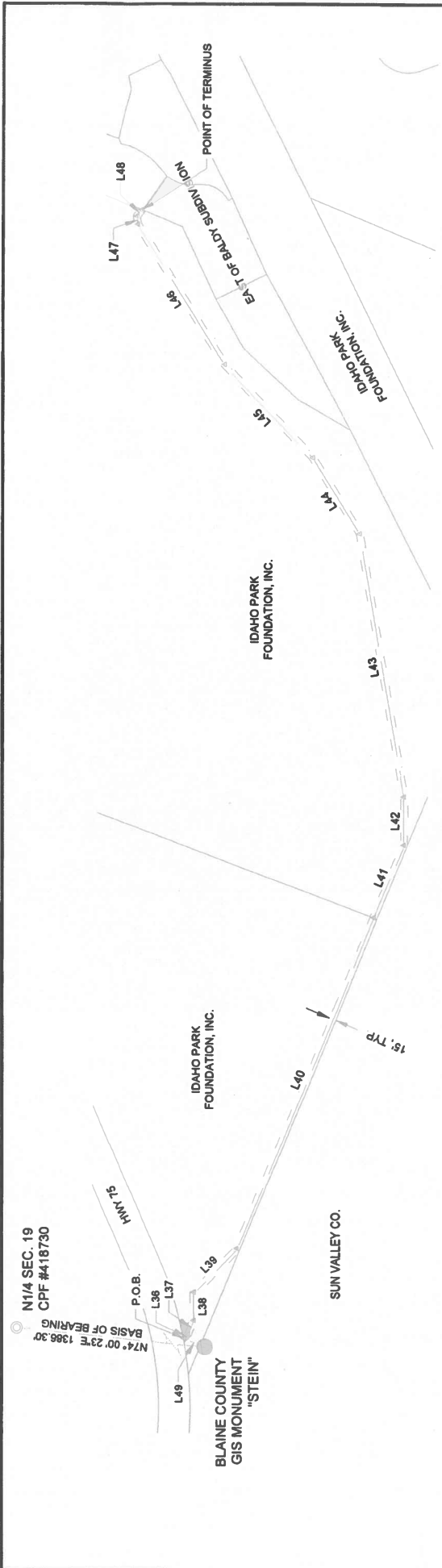
Thence, S28°29'31"E, 16.53 feet;

Thence, S16°38'11"W, 16.77 feet to a point intersecting with the northerly boundary of East of Baldy Subdivision, Inst. No. 369083, and being the **Point of Terminus**.

Sidelines of said strip to be extended or shortened to terminate at adjoining property lines. Described area encompassing 0.90 acres (39,066 SF), more or less.

Mark W. Van Duser
Idaho PLS 22869
Galena-Benchmark Engineering
1/12/26
Job #24189





LINE TABLE

LINE #	LENGTH	DIRECTION
L36	13.28'	S22°51'34"W
L37	29.95'	S00°21'34"W
L38	57.80'	S22°08'26"E
L39	127.77'	S22°51'34"W
L40	739.46'	S00°41'35"W
L41	162.31'	S00°49'52"W
L42	99.59'	S21°46'55"E
L43	551.60'	S31°31'37"E
L44	184.83'	S54°01'37"E
L45	262.97'	S65°16'37"E
L46	340.70'	S54°00'54"E
L47	16.53'	S28°29'31"E
L48	16.77'	S16°38'11"W
L49	47.51'	S89°29'50"E

- LEGEND**
- PROPERTY BOUNDARY
 - W CENTERLINE 15'-WIDE WATERLINE EASEMENT
 - EASEMENT SIDE LINE
 - SURVEY TIE LINE
 - FOUND 1/2" REBAR
 - ⊙ FOUND ALUMINUM CAP
 - ⊙ FOUND PIPE
 - △ CALCULATED POINT



**WL-A (WEST)
EASEMENT EXHIBIT**

LOCATED WITHIN
SECTION 19, TOWNSHIP 04 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR : CITY OF KETCHUM

DWG BY: VW 24189 ESMT.DWG

PROJECT NO. 24189

SURVEYING ENGINEERING PLANNING
GALENA
ELEVATION DATA
AREA ± 0.05 FEET
6020

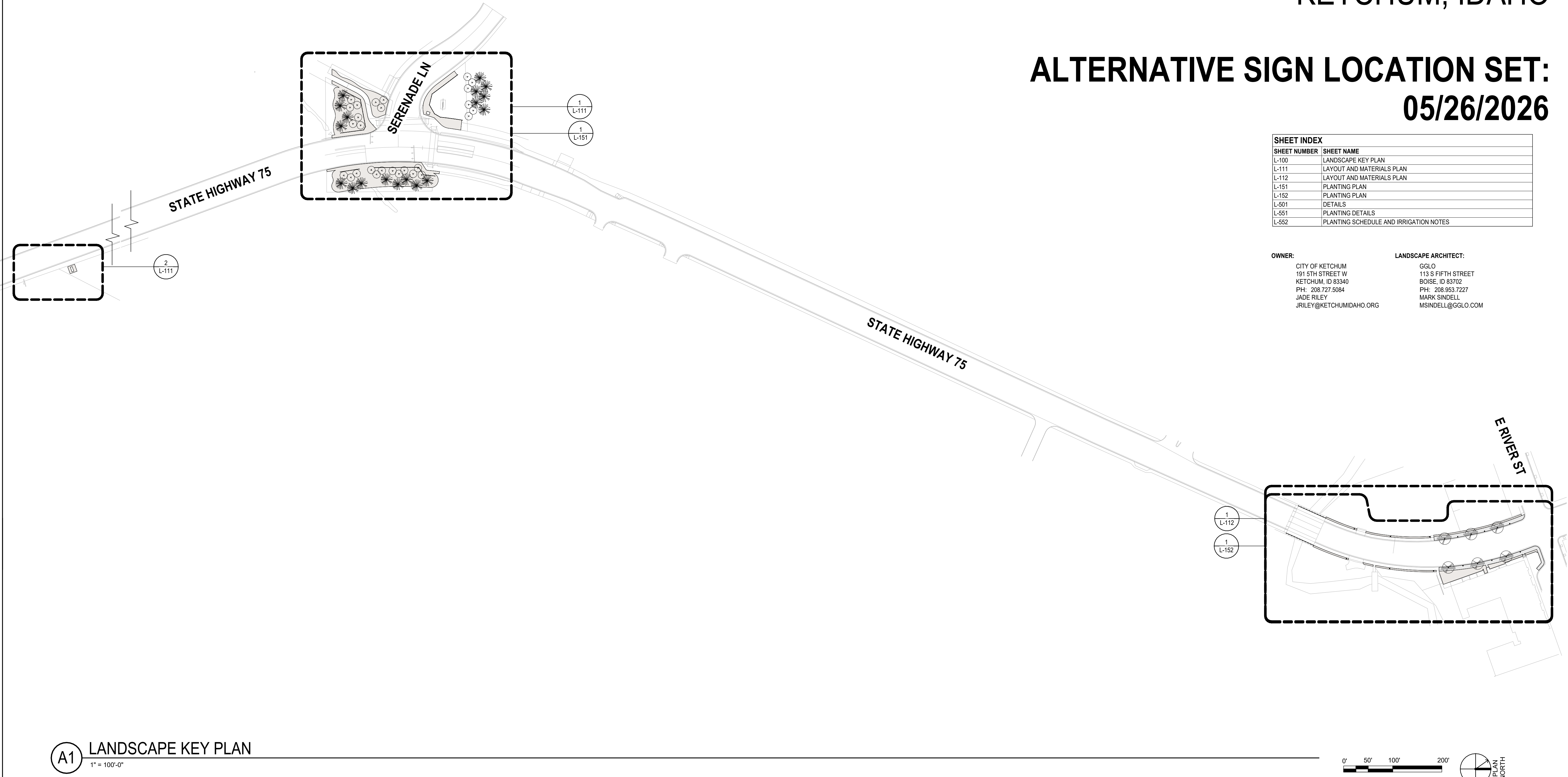
BENCH MARK

EXHIBIT D
Easement Area Map

SOUTH OF TOWN LANDSCAPE

KETCHUM, IDAHO

**ALTERNATIVE SIGN LOCATION SET:
05/26/2026**



SHEET INDEX	
SHEET NUMBER	SHEET NAME
L-100	LANDSCAPE KEY PLAN
L-111	LAYOUT AND MATERIALS PLAN
L-112	LAYOUT AND MATERIALS PLAN
L-151	PLANTING PLAN
L-152	PLANTING PLAN
L-501	DETAILS
L-551	PLANTING DETAILS
L-552	PLANTING SCHEDULE AND IRRIGATION NOTES

OWNER:
CITY OF KETCHUM
191 5TH STREET W
KETCHUM, ID 83340
PH: 208.727.5084
JADE RILEY
JRILEY@KETCHUMIDAHO.ORG

LANDSCAPE ARCHITECT:
GGLO
113 S FIFTH STREET
BOISE, ID 83702
PH: 208.953.7227
MARK SINDELL
MSINDELL@GGLO.COM

A1 LANDSCAPE KEY PLAN
1" = 100'-0"

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
DESIGN CHECKED
DETAILED
DRAWING CHECKED

SCALES SHOWN ARE
FOR 22" X 34" PRINTS
ONLY

CAD FILE NAME

DRAWING DATE
05/26/2026



IDAHO
TRANSPORTATION
DEPARTMENT

GGLO

PROJECT NO.
2024088

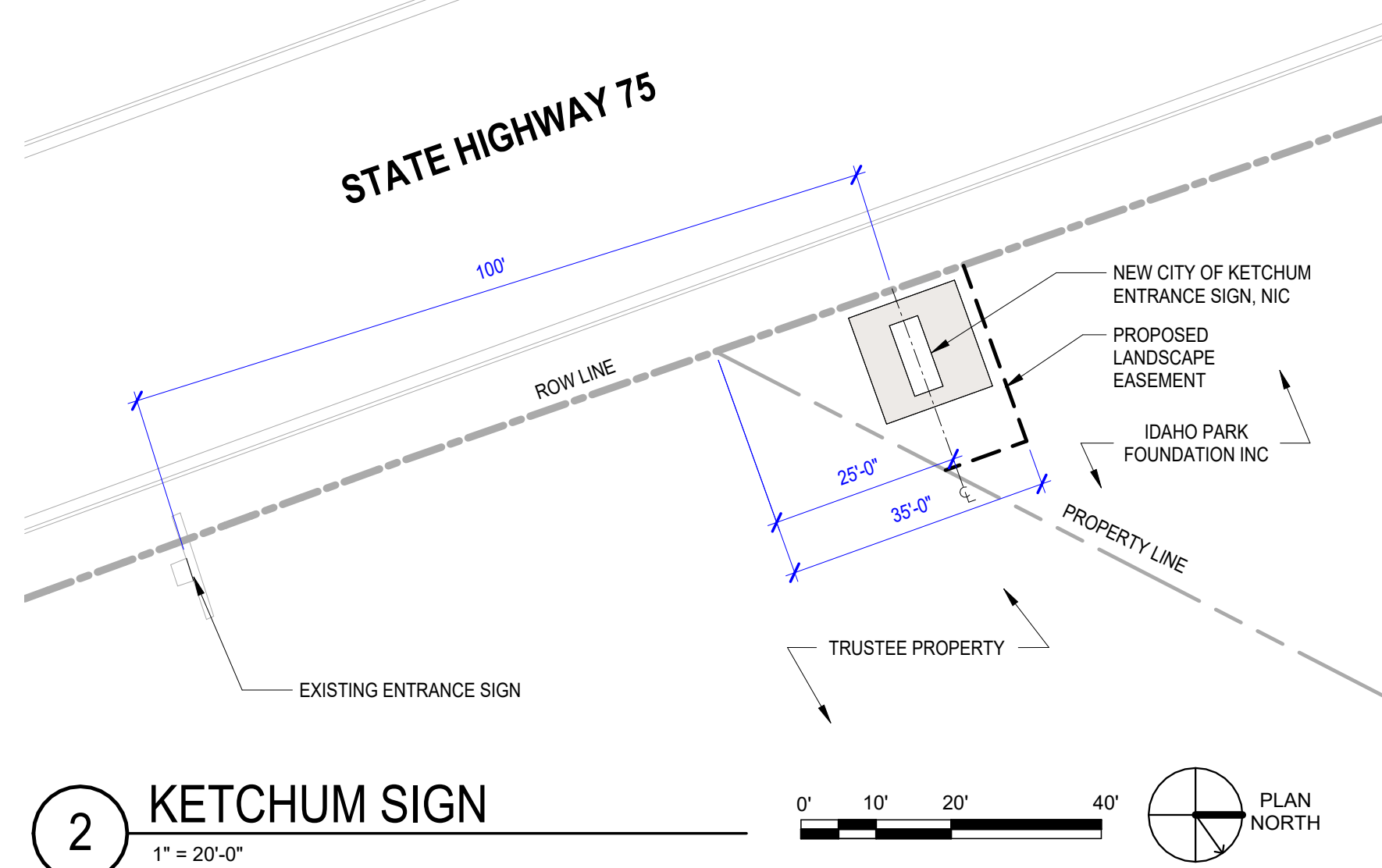
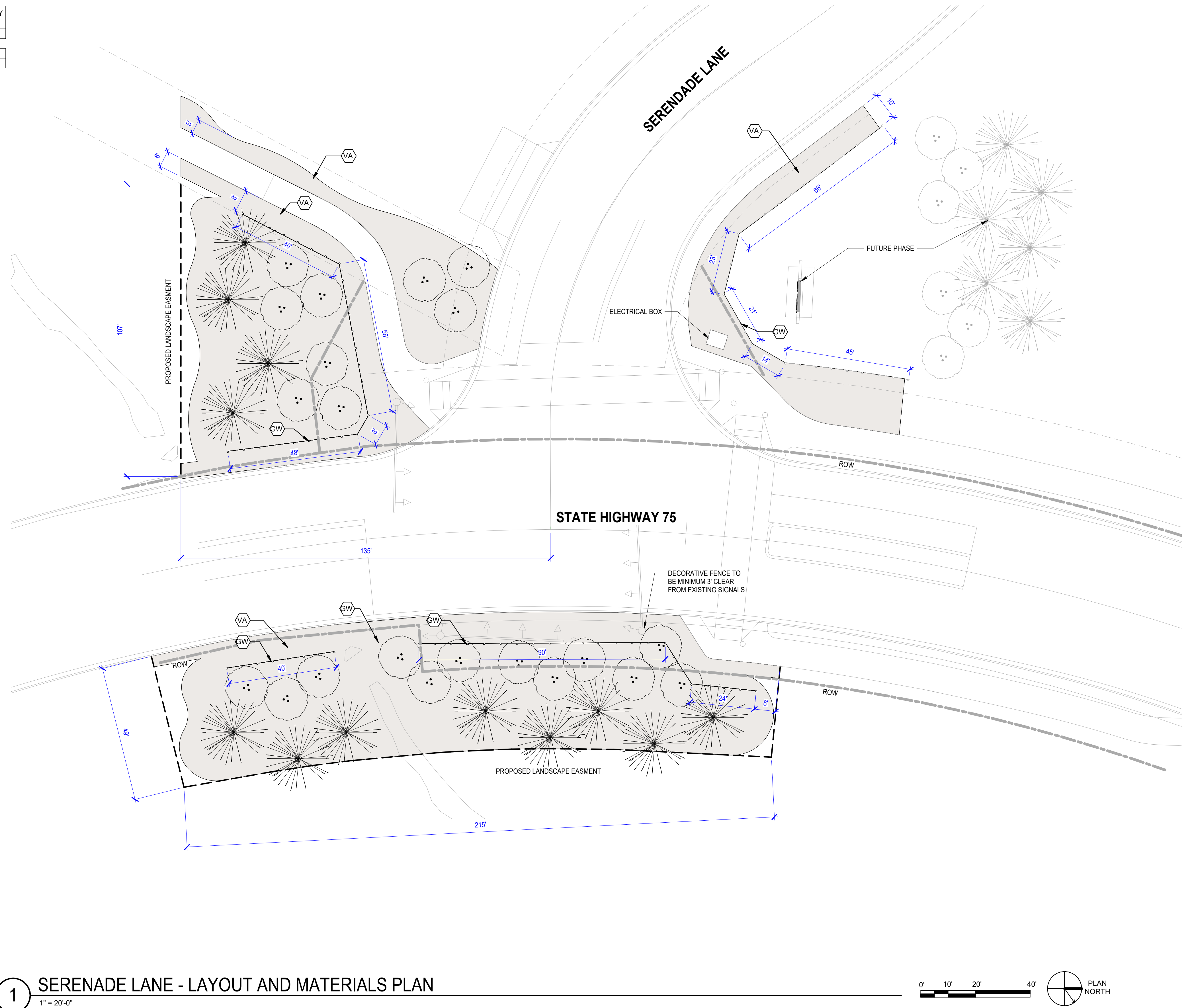
**SOUTH OF TOWN
LANDSCAPE KEY PLAN**

ENGLISH
COUNTY
BLAINE
KEY NUMBER
22210
SHEET
1 of 8

LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK, POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 156" LENS HT, 1266" POLE HT, 5" DIAMETER, GFCI W/ IN-USE CVR, 2 UPPER PLNTR/BNNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES, INCLUDES ANCHOR KITS AND BASE COVER, POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT SIN POLE BASE COVER KIT, INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE, POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT SIN DIAMETER MOUNTING KIT, INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6

PLANTING AREAS QUANTITIES BY LOCATION	
LOCATION	QTY
MAIN ST	1,816 SF
SERENADE LN	18,058 SF
	19,874 SF



2 KETCHUM SIGN
1" = 20'-0"

1 SERENADE LANE - LAYOUT AND MATERIALS PLAN
1" = 20'-0"

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	
DESIGN CHECKED	
DETAILED	
DRAWING CHECKED	

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE
05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

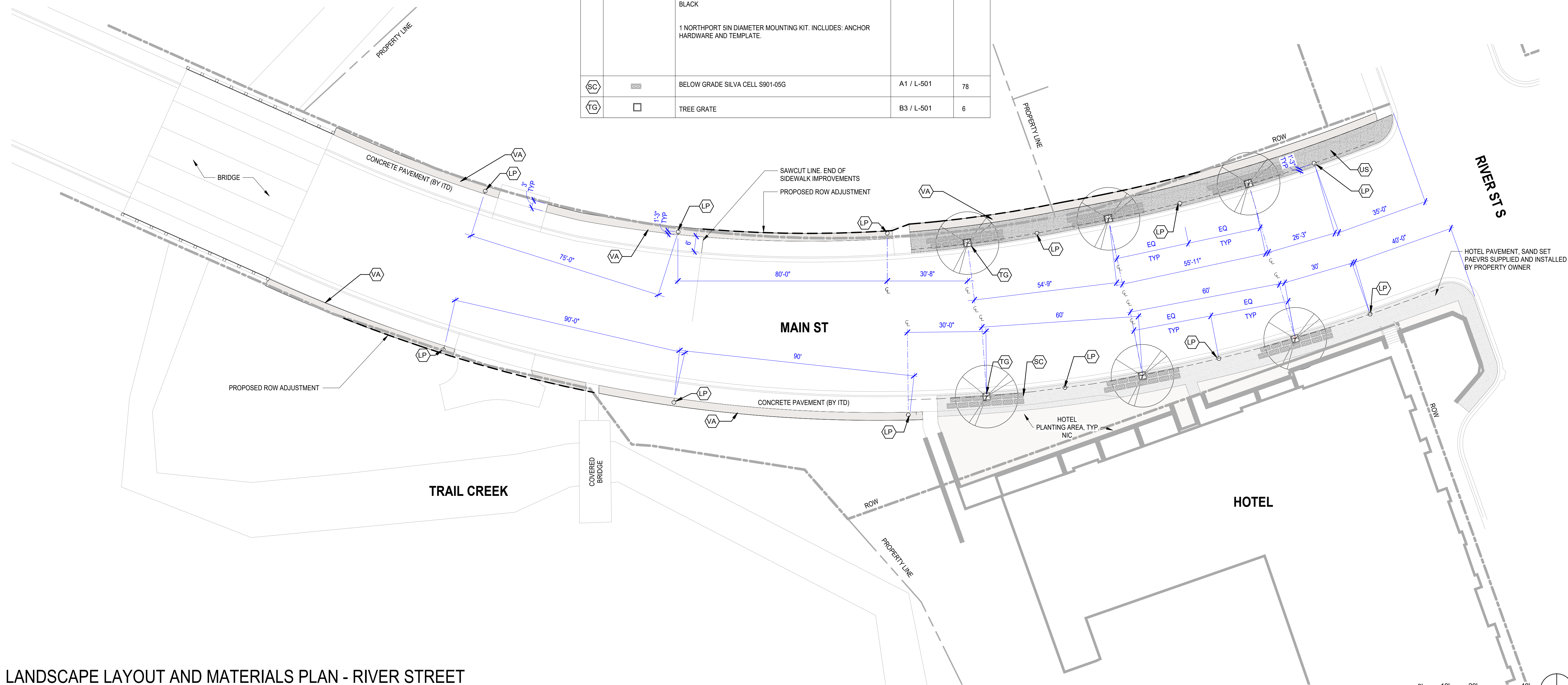
PROJECT NO.	
2024088	

SOUTH OF TOWN LAYOUT AND MATERIALS PLAN

ENGLISH	
COUNTY	BLAINE
KEY NUMBER	22210
SHEET	2 of 8

LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	QTY
VA		PLANTING AREA	7 / L-551	22,375 SF
US		SAND SET PAVERS	PER CITY OF KETCHUM MAINSTREET STANDARDS	1,500 SF
GW		ORNAMENTAL FENCE - ADD ALT 1	B1 / L-501	550 LF
LP		DR999-06005-01: NORTHPORT AREA LIGHT SINGLE POST-TOP 2700K, 50% OUTPUT, TYPE 3, FROSTED LENS, CENTER ELEMENT 20K, NO TWIST LOCK. POWDERCOAT COLOR: MATTE BLACK 1 DR999-06005: NORTHPORT AREA LIGHT POLE, SINGLE POST-TOP, 15" LENS HT, 126" POLE HT, 5" DIAMETER, GFCL W/ IN-USE CVR, 2 UPPER PLNTR/BNRS, 2 LOWER BNNR ARMS, (2) 1/2" HOLES. INCLUDES ANCHOR KITS AND BASE COVER. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN POLE BASE COVER KIT, INCLUDES: BASE COVER ASSEMBLY AND HARDWARE PACK FOR (1) 5 INCH NORTHPORT POLE. POWDERCOAT COLOR: MATTE BLACK 1 NORTHPORT 5IN DIAMETER MOUNTING KIT, INCLUDES: ANCHOR HARDWARE AND TEMPLATE.	PER CITY OF KETCHUM MAINSTREET STANDARDS	12
SC		BELOW GRADE SILVA CELL S901-05G	A1 / L-501	78
TG		TREE GRATE	B3 / L-501	6



1 LANDSCAPE LAYOUT AND MATERIALS PLAN - RIVER STREET
1" = 20'-0"



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	
DESIGN CHECKED	
DETAILED	
DRAWING CHECKED	

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE
05/26/2026

IDAHO TRANSPORTATION DEPARTMENT

GGLO

PROJECT NO.	2024088
-------------	---------

SOUTH OF TOWN LAYOUT AND MATERIALS PLAN

ENGLISH	
COUNTY	BLAINE
KEY NUMBER	22210
SHEET	3 of 8

DECIDUOUS TREE LEGEND

TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE 2 1/2"		AIR POT	FURNISHED AND INSTALLED BY OWNER
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

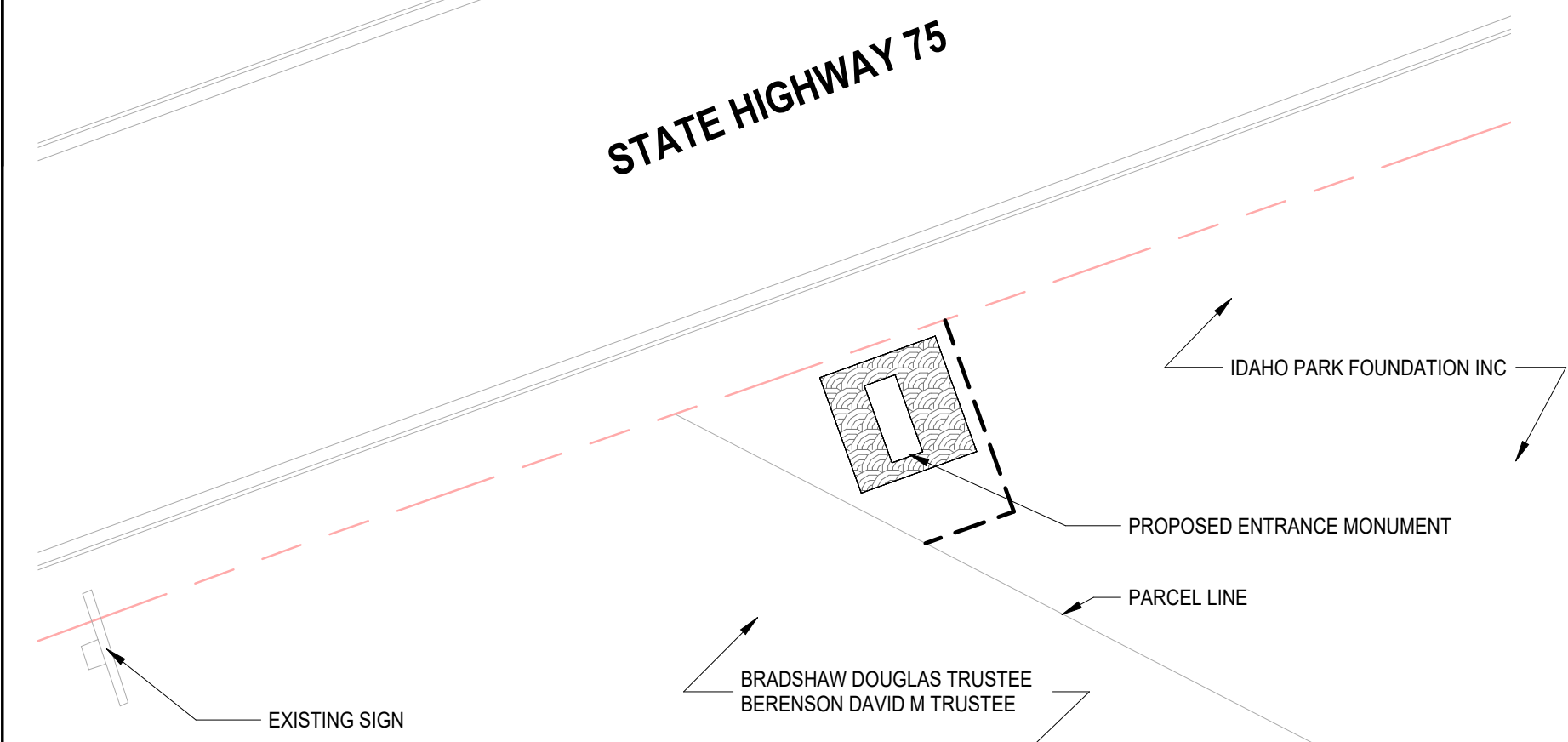
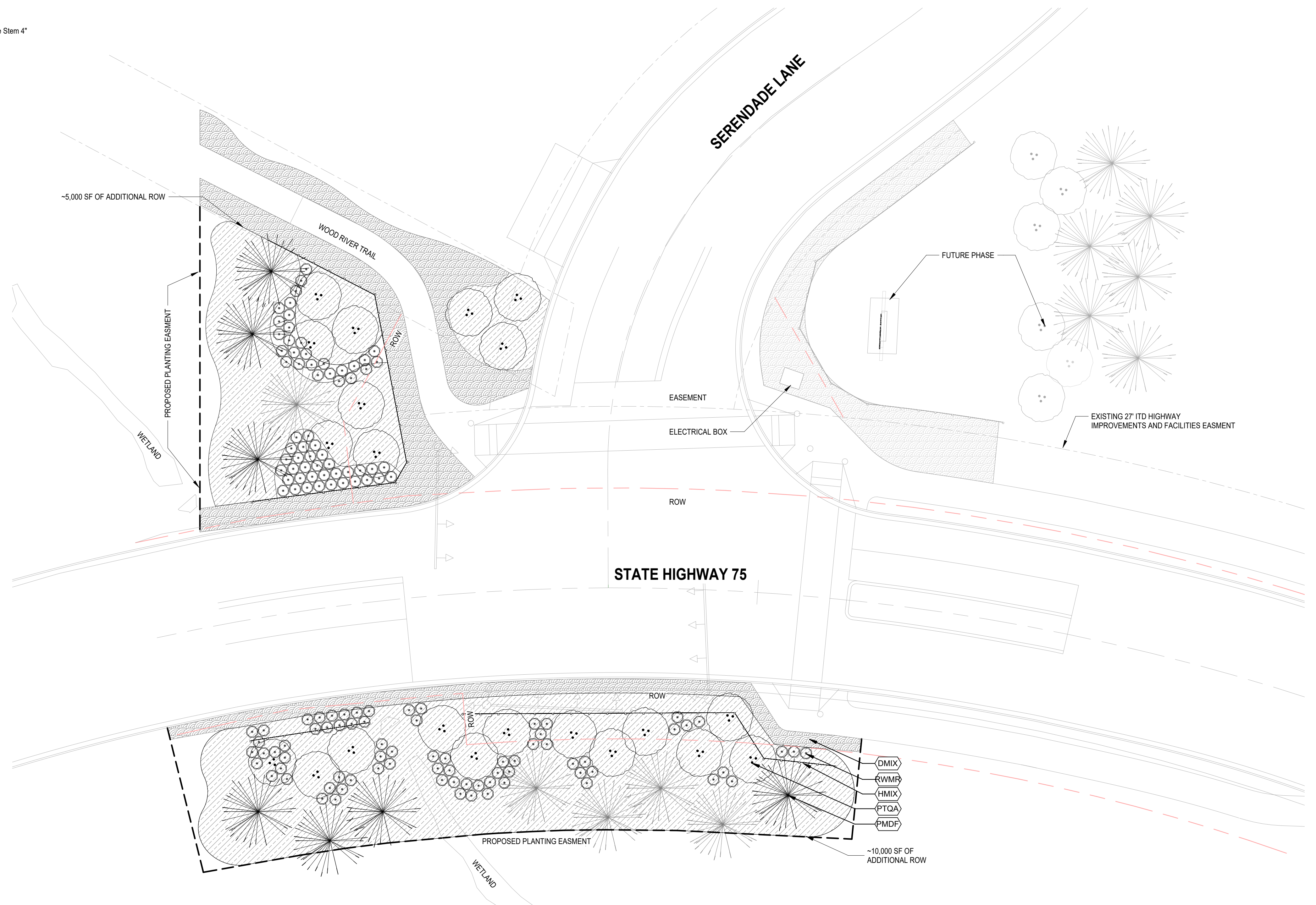
TAG	BOTANICAL NAME	COMMON NAME	MIN. HT.	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

SHRUBS AND PERENNIALS LEGEND

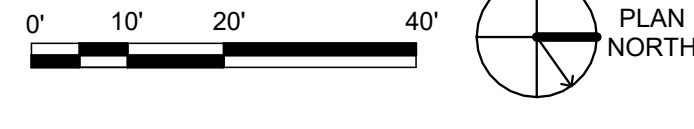
TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED

MIX 1
 ACHILLEA MILLEFOLIUM 'NEW VINTAGE WHITE'/NEW VINTAGE WHITE YARROW
 DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
 FESTUCA IDAHOENSIS/'SISKIYOU BLUE'/IDAHO FESCUE
 HELIANTHUS ANNUUS/IDAHO SUNFLOWER
 LINUM LEWISII/BLUE FLAX
 LUPINUS SERICEUS/SILKY LUPINE
 LUPINUS X 'RUSSELL HYBRID'/RUSSELL HYBRID LUPINE
 SCHIZACHYRIUM SCOPARIUM 'THE BLUES'/LITTLE BLUESTEM

MIX 2 (HYDROSEED)
 DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
 DESCHAMNPSIA CESPITOSA/TUFTED HAIRGRASS
 FESTUCA IDAHOENSIS/IDAHO FESCUE
 KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
 PSEUDOROEGNERIA SPICATA/BLUEBUNCH WHEATGRASS



2 KETCHUM SIGN - PLANTING PLAN
 1" = 20'-0"



1 SERENADE LANE - PLANTING PLAN
 1" = 20'-0"



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED
 DESIGN CHECKED
 DETAILED
 DRAWING CHECKED

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY

CAD FILE NAME

DRAWING DATE
 05/26/2026



IDAHO
 TRANSPORTATION
 DEPARTMENT

GGLO

PROJECT NO.
2024088

**SOUTH OF TOWN
 PLANTING PLAN**

ENGLISH
 COUNTY
 BLAINE
 KEY NUMBER
 22210
 SHEET
 4 of 8

DECIDUOUS TREE LEGEND

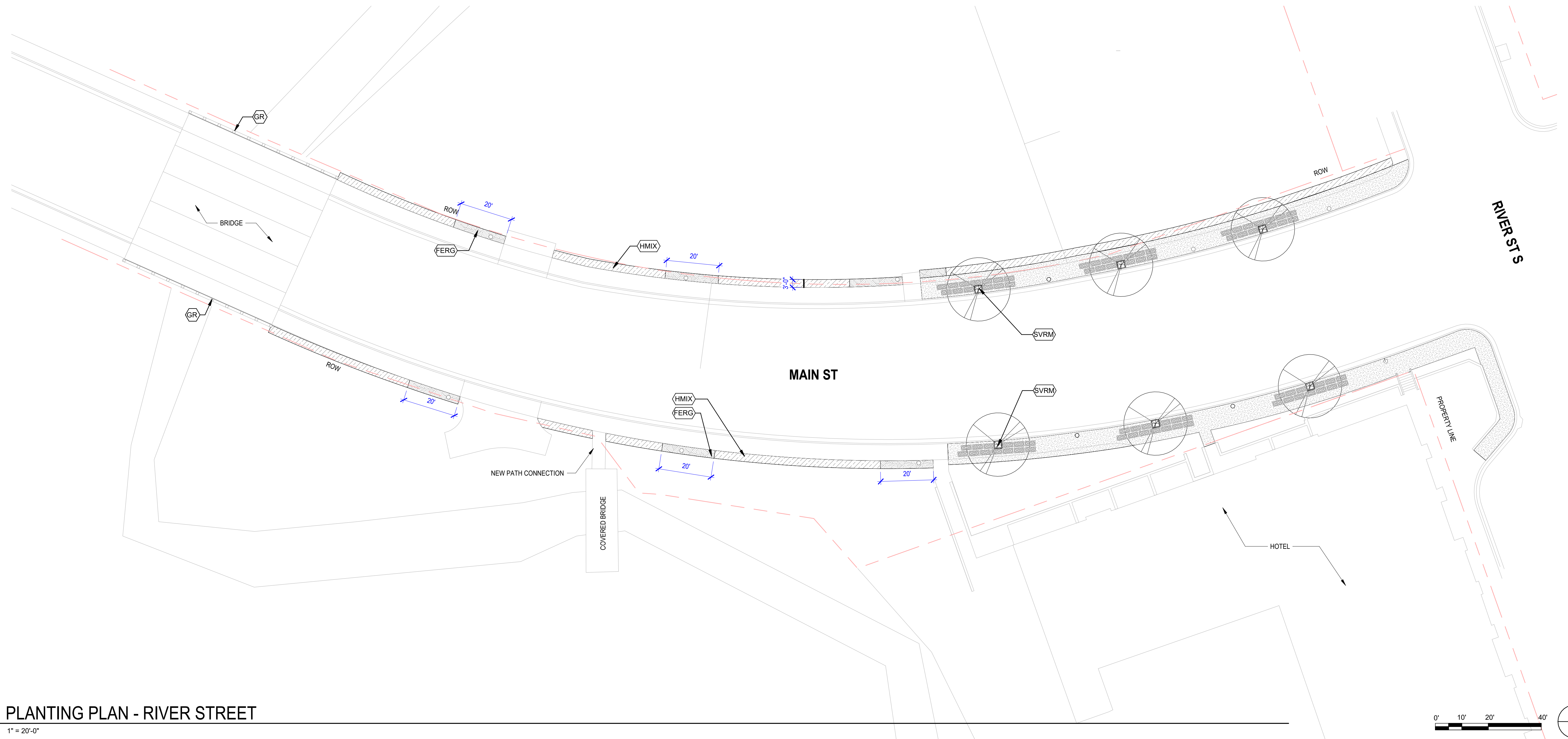
TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE 2 1/2"	AIR POT		FURNISHED AND INSTALLED BY OWNER
PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

EVERGREEN TREES LEGEND

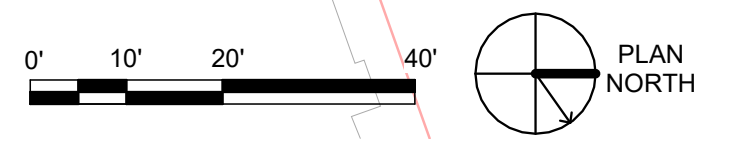
TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

SHRUBS AND PERENNIALS LEGEND

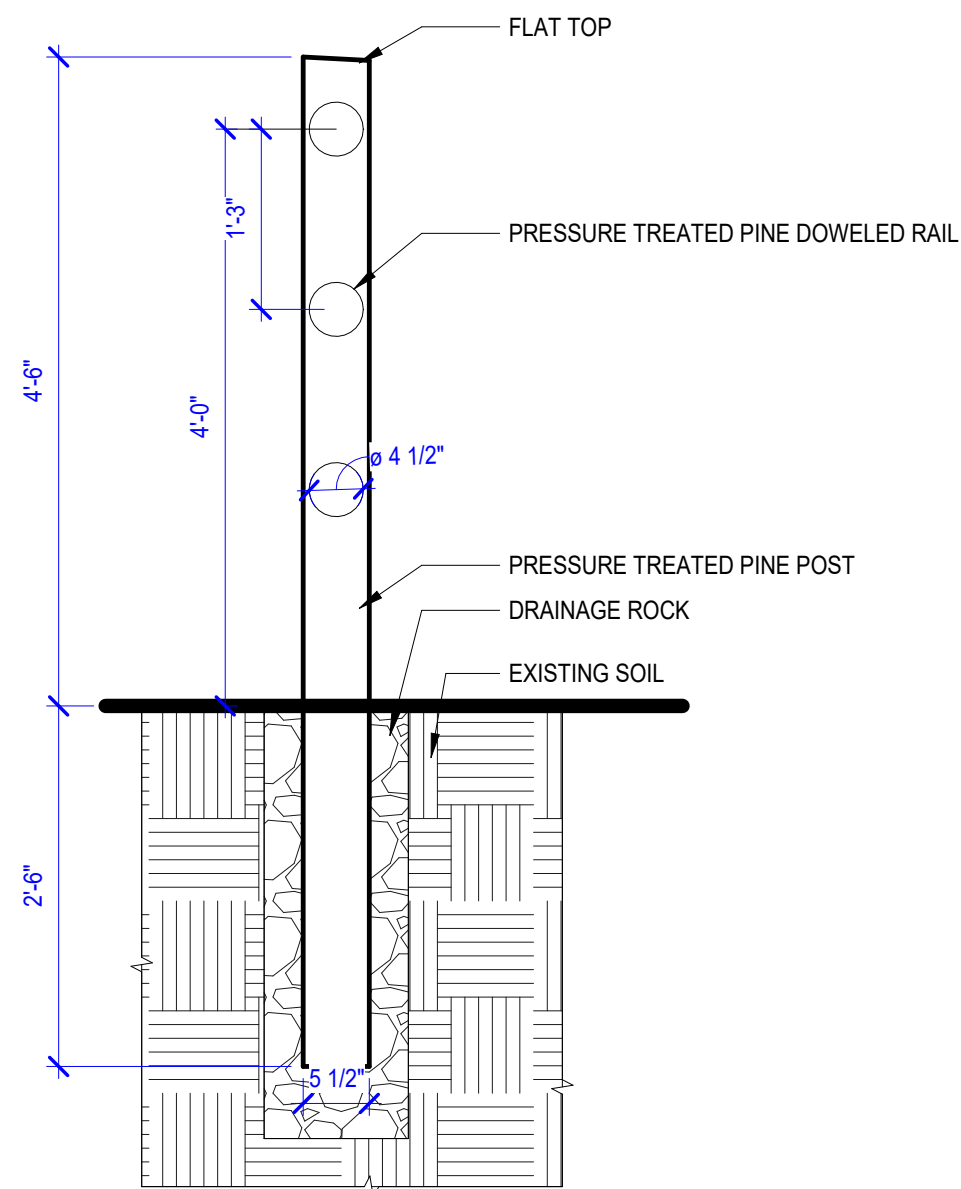
TAG	COMMON NAME
FERG	FEATHER REED GRASS
DMIX	MIX 1
HMIX	MIX 2 - HYDROSEED



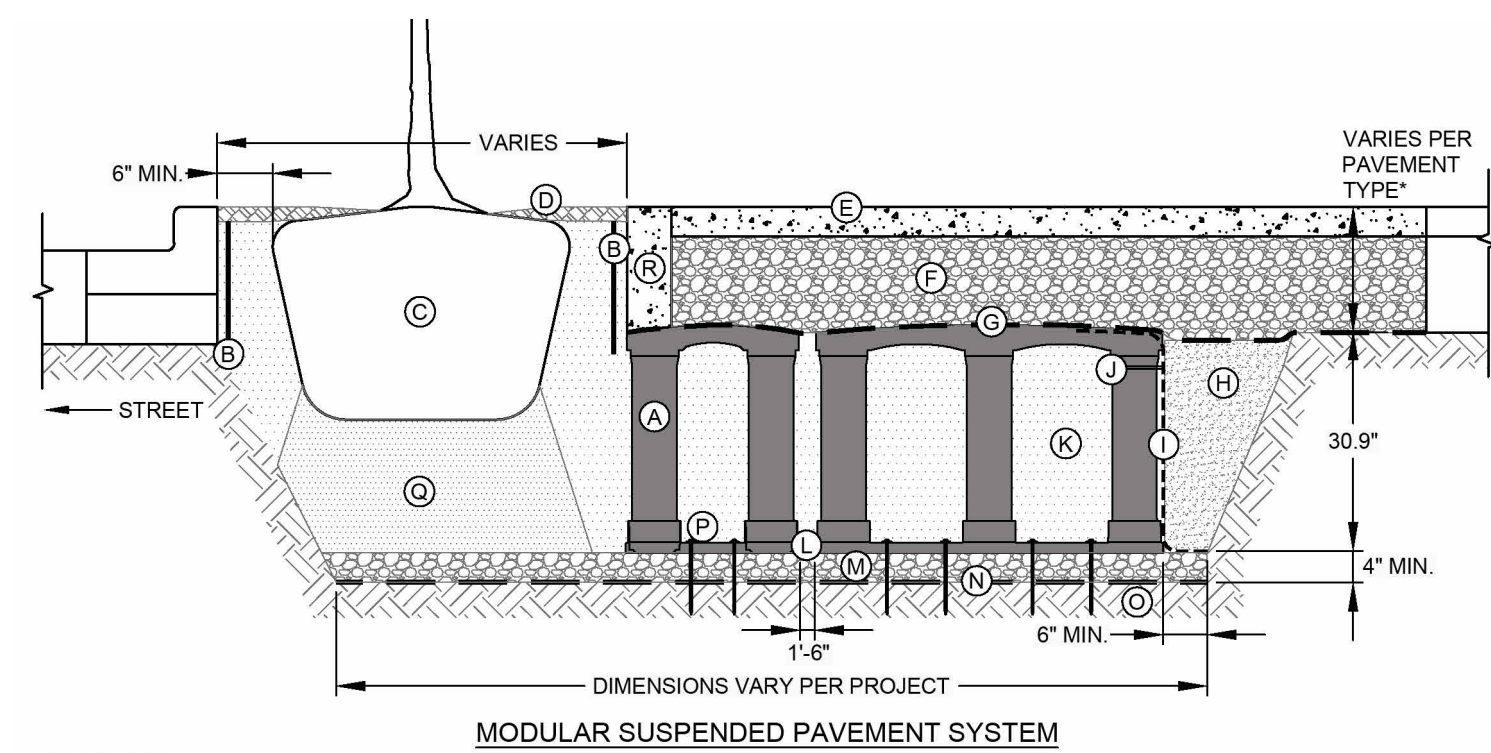
1 PLANTING PLAN - RIVER STREET
1" = 20'-0"



REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY  IDAHO TRANSPORTATION DEPARTMENT GGLO	PROJECT NO.	SOUTH OF TOWN PLANTING PLAN	ENGLISH		
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED		2024088		COUNTY	BLAINE	
				DETAILED				CAD FILE NAME	KEY NUMBER	22210
				DRAWING CHECKED				DRAWING DATE	SHEET	5 of 8
					05/26/2026					



B1 WESTERN RAIL FENCE - ADD ALT 1
3/4" = 1'-0"

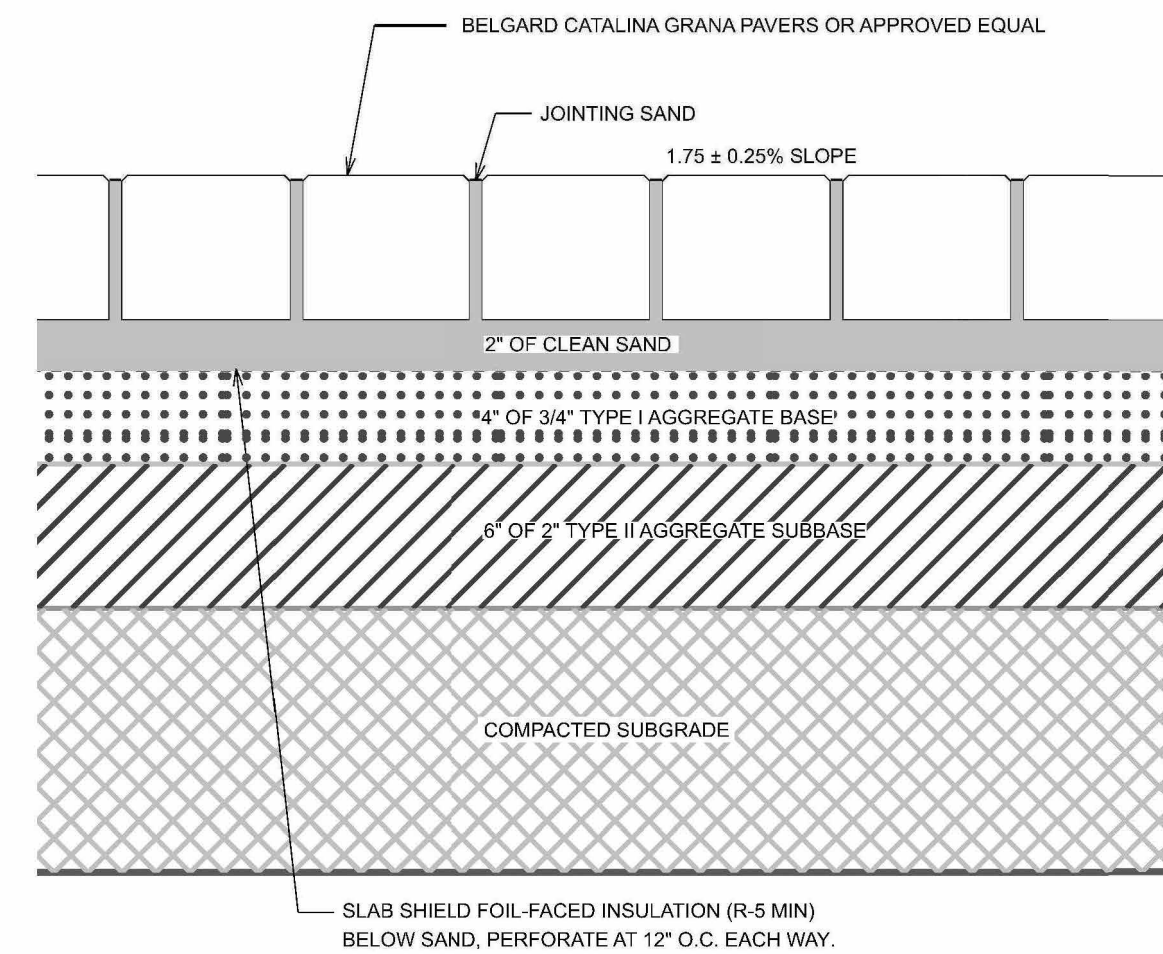


- KEY PLAN:**
- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
 - B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION. INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
 - C. TREE ROOT PACKAGE, SIZE VARIES
 - D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
 - E. SURFACE TREATMENT, PER PROJECT
 - F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
 - G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
 - H. BACKFILL, PER PROJECT SPECIFICATIONS
 - I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
 - J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
 - K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
 - L. SILVA CELL BASE SLOPE, 10% MAX
 - M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
 - N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
 - O. SUBGRADE, COMPACTED TO 95% PROCTOR
 - P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
 - Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
 - R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.
- MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING**
- | | |
|---------------|-----------------|
| PAVEMENT | + AGGREGATE |
| 4" CONCRETE | + 4" AGGREGATE |
| 3" PAVEMENT | + 12" AGGREGATE |
| 4" ASPHALT | + 12" AGGREGATE |
| 2.6" PAVEMENT | + 5" CONCRETE |

SECTION VIEW

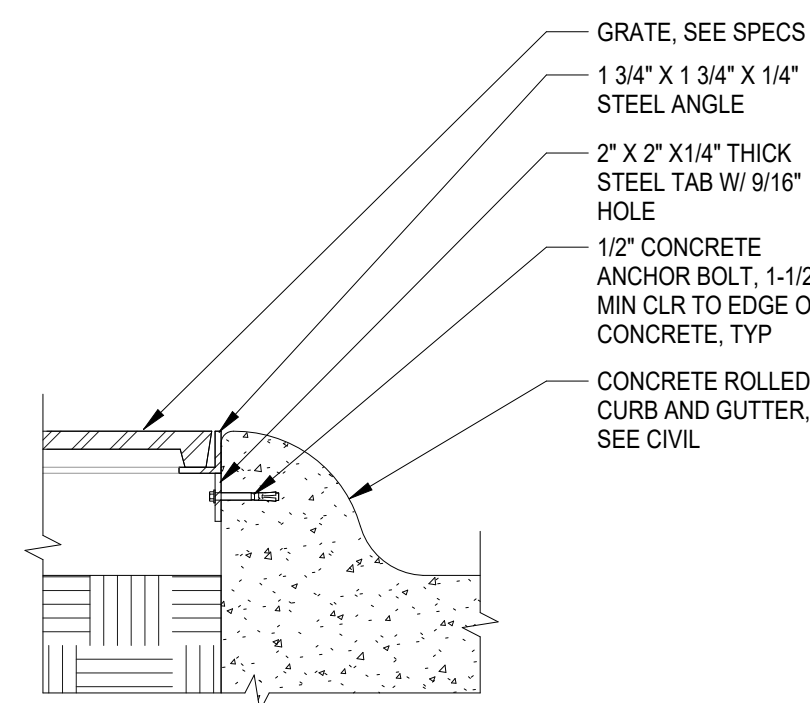
- NOTES:**
- EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

A1 SILVA CELL DETAIL
3/4" = 1'-0"



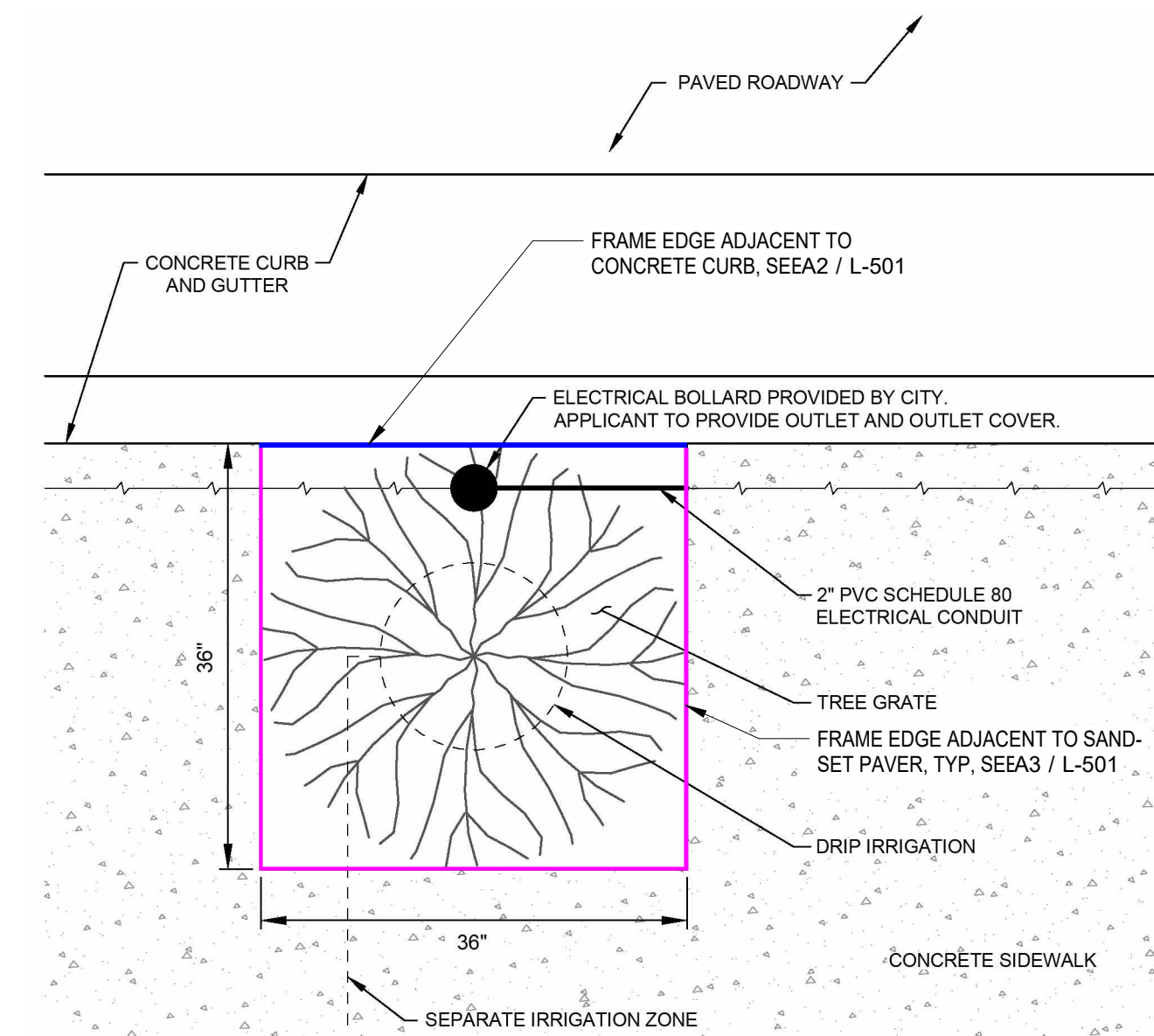
- NOTES:**
- POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW AND CITY OF KETCHUM STANDARDS.
 - PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLEGARD CATALINA GRANA 3-PIECE STONE (12 x 6, 12 x 9, 12 x 12) LARGE UNIT PATTERN B IN THE COLOR VICTORIAN.

B2 SAND-SET PAVER. NIC FOR REFERENCE ONLY
3/4" = 1'-0"



SECTION

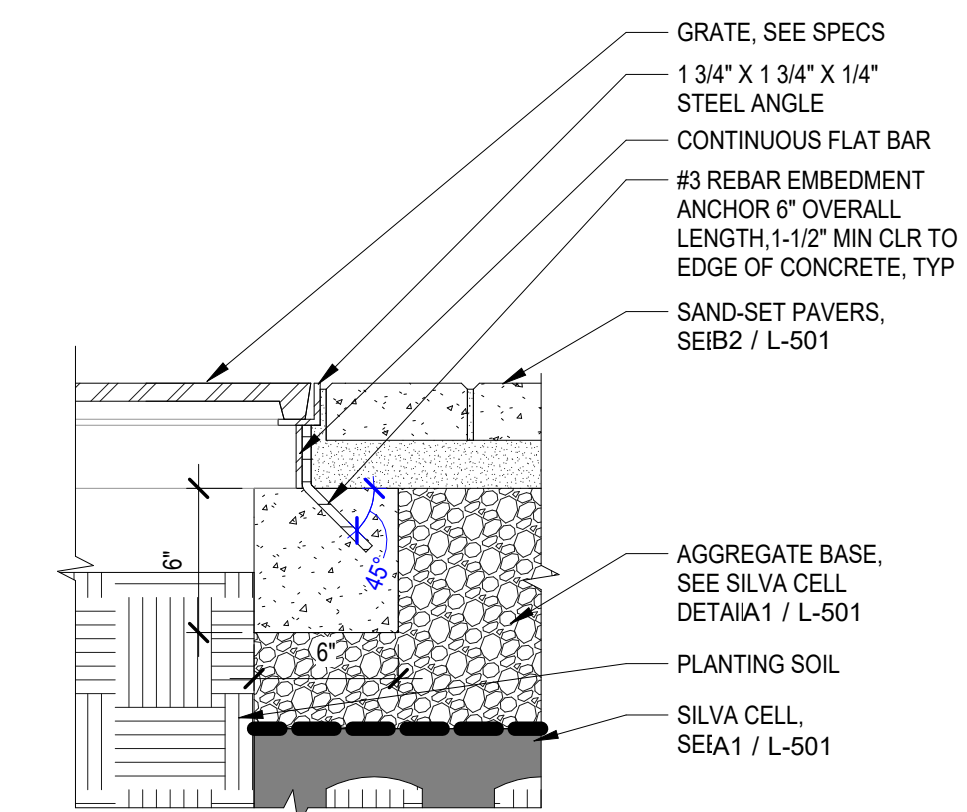
A2 GRATE FRAME TYPE R NIC FOR REFERENCE ONLY
1 1/2" = 1'-0"



- NOTES:**
- TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.
 - CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL. FOR REMOTE ACCESS BY CITY IF AVAILABLE TIE INTO AN EXISTING CITY IRRIGATION LINE.
 - APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
 - NO DIRECT BURIAL WIRE PERMITTED.
 - TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW

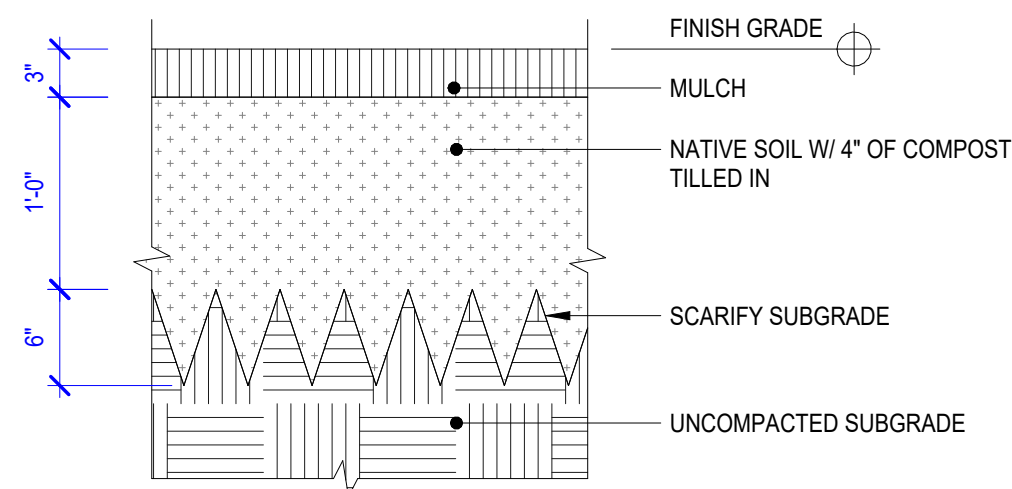
B3 TREE GRATE NIC FOR REFERENCE ONLY
3/4" = 1'-0"



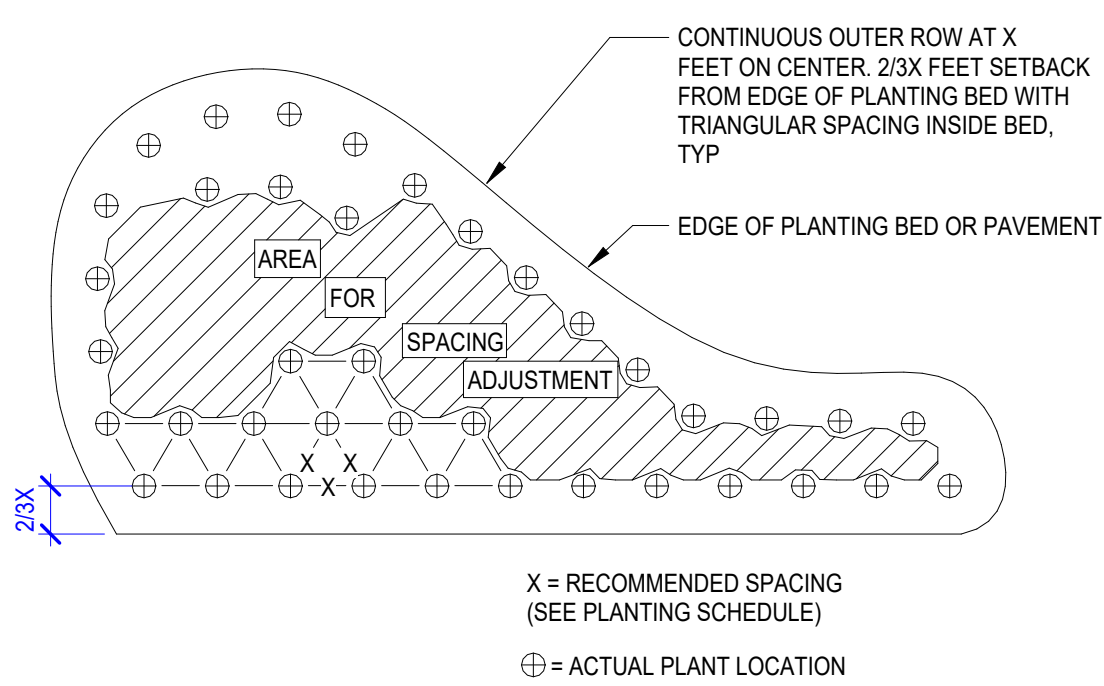
SECTION

A3 GRATE FRAME TYPE P NIC FOR REFERENCE ONLY
1 1/2" = 1'-0"

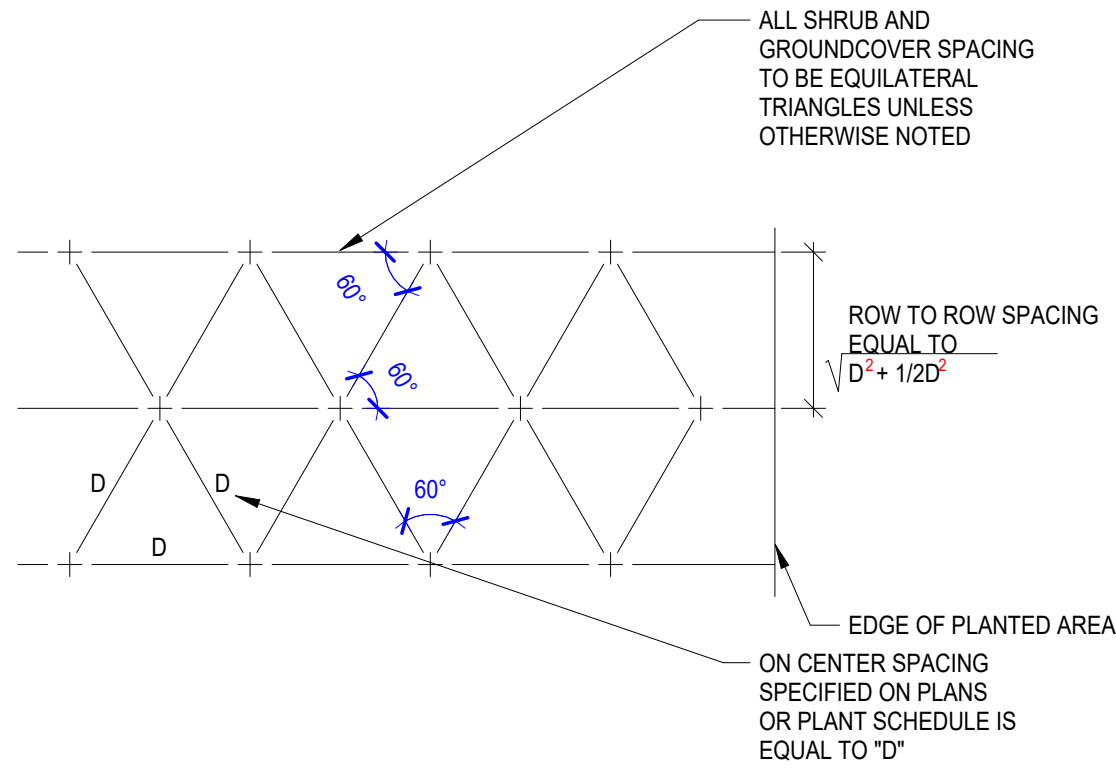
REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY	 IDAHO TRANSPORTATION DEPARTMENT GGLO	PROJECT NO.	HARDSCAPE DETAILS SOUTH OF TOWN DETAILS	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED			CAD FILE NAME		2024088	COUNTY
				DETAILED			DRAWING DATE			BLAINE
				DRAWING CHECKED			05/26/2026			KEY NUMBER
								22210		
								6 OF 8		



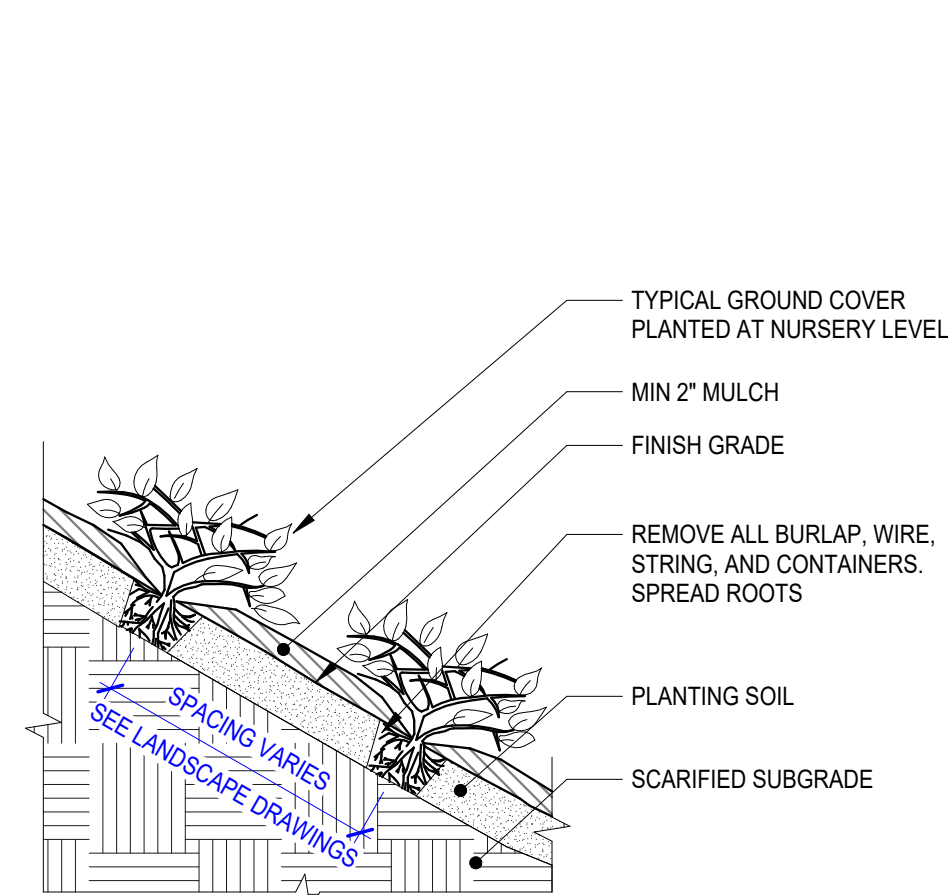
7 SOIL PROFILE AT PLANTING
1" = 1'-0"



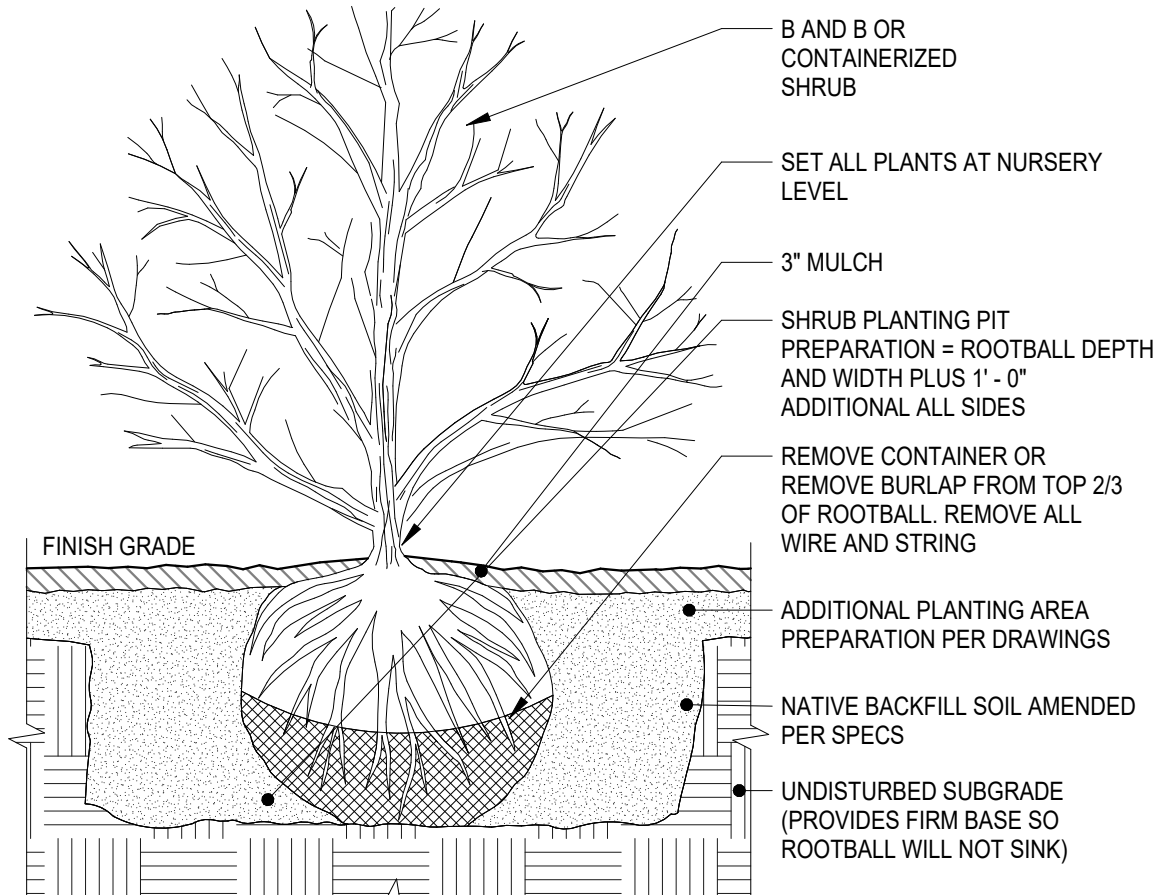
5 TYP PLANTING PATTERN
1 1/2" = 1'-0"



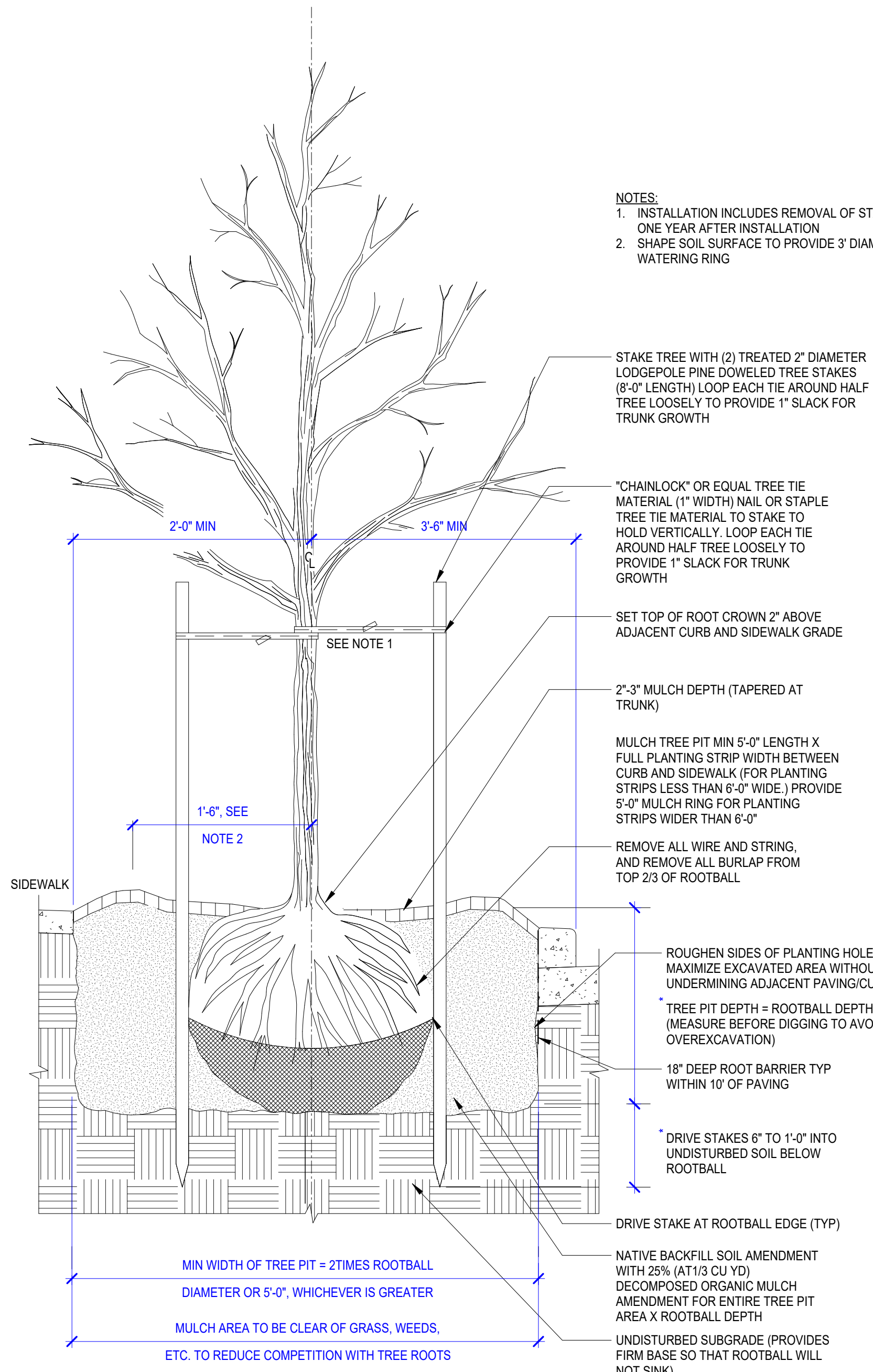
6 TRIANGULAR PLANT SPACING
1/4" = 1'-0"



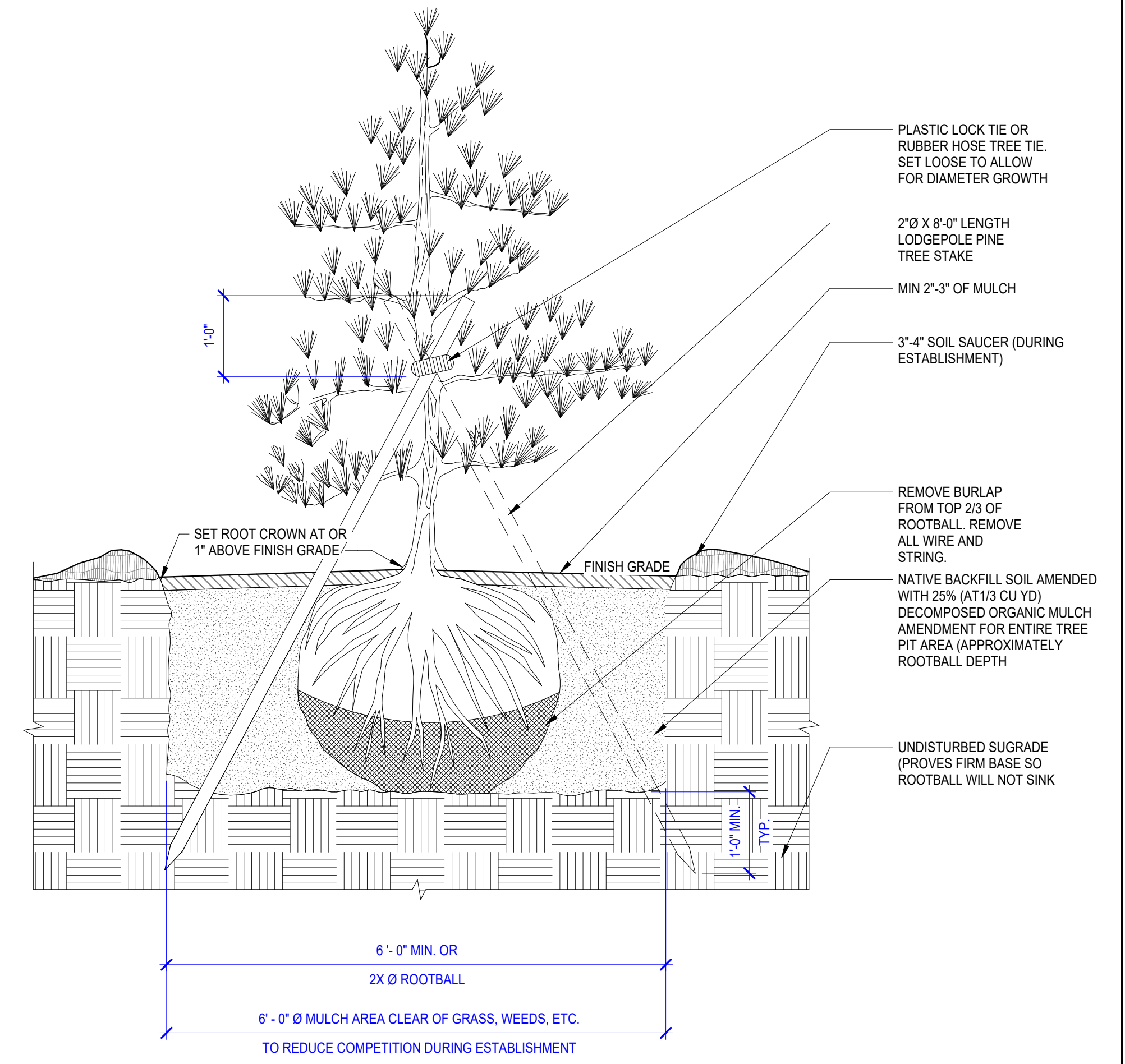
1 GROUND COVER PLANTING
3/4" = 1'-0"



2 SHRUB PLANTING
1" = 1'-0"



3 DECIDUOUS TREE IN PLANTER STRIP
3/4" = 1'-0"



4 CONIFEROUS TREE PLANTING
3/4" = 1'-0"

NOTES:
1. INSTALLATION INCLUDES REMOVAL OF STAKES ONE YEAR AFTER INSTALLATION
2. SHAPE SOIL SURFACE TO PROVIDE 3' DIAMETER WATERING RING

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	
DESIGN CHECKED	
DETAILED	
DRAWING CHECKED	

SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY
CAD FILE NAME
DRAWING DATE
05/26/2026


IDAHO TRANSPORTATION DEPARTMENT
GGLO

PROJECT NO.	2024088
-------------	---------

PLANTING DETAILS	
SOUTH OF TOWN PLANTING DETAILS	

ENGLISH	
COUNTY	BLAINE
KEY NUMBER	22210
SHEET	7 of 8

DESIGN-BUILD IRRIGATION NOTES:

- ALL PROPOSED PLANTING AREAS WILL BE WATERED WITH A COMPLETE IN-GROUND AUTOMATIC IRRIGATION SYSTEM WITH HEAD-TO-HEAD COVERAGE AND MINIMAL OVERSPRAY ONTO NON-PLANTED SURFACES. A PROGRAMMABLE IRRIGATION CONTROLLER WITH ELECTRICAL AND DATA CONNECTION SHALL BE INSTALLED.
- THE IRRIGATION DESIGN AND EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND STANDARDS. INSTALL BACKFLOW PREVENTION DEVICE AS REQUIRED BY LOCAL CODES AND HEALTH DEPARTMENT REQUIREMENTS.
- THE IRRIGATION SYSTEM SHALL BE DIVIDED INTO ZONES ORGANIZED BY PLANT TYPE (TREES, SHRUBS AND GROUND COVER, TURF, AND PET AREA RINSING), PLANT WATER USE, AND MICROCLIMATE.
- THE CONTRACTOR SHALL VERIFY WATER PRESSURE AND FLOW PRIOR TO CONSTRUCTION. REPORT INSUFFICIENT MEASURED WATER PRESSURE AND FLOW TO THE LANDSCAPE ARCHITECT.
- IF SPRAY IRRIGATION IS USED, SHRUB AREAS SHALL USE 12" POP-UPS AND TURF AREAS SHALL USE 6" POP-UPS.
- FOR DRIPLINE ZONES, USE 3/4-INCH PVC PIPE IN SLEEVES TO CONNECT PLANTING AREAS.
- DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- WHERE THE FIELD CONDITIONS REQUIRE ADJUSTMENTS, IRRIGATION SHALL BE ADDED OR DELETED IN ACCORDANCE WITH THE IRRIGATION LEGEND OR MANUFACTURER'S SPECIFICATIONS. PIPE SIZING SHALL BE ADJUSTED ACCORDINGLY, AND WATER VELOCITY SHALL NOT EXCEED 5 FEET PER SECOND.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL LINES FOR OPTIMUM PERFORMANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES, CHASES AND PENETRATIONS UNDER PAVING, THROUGH WALLS, ETC., UNLESS OTHERWISE NOTED PRIOR TO PAVING AND FORMING. SLEEVE MATERIALS SHALL BE APPROPRIATE FOR THEIR CONDITIONS INCLUDING UNDER VEHICULAR TRAFFIC AREAS.
- COORDINATE ALL BUILDING PENETRATIONS WITH ARCHITECTURAL PLANS AND WATERPROOFING REQUIREMENTS.
- THE IRRIGATION SYSTEM IS DESIGNED TO BE WINTERIZED THROUGH THE DRAIN VALVE AT THE POINT OF CONNECTION. COMPRESSED AIR CAN ALSO BE USED THROUGH THE QUICK COUPLER VALVE AT THE POINT OF CONNECTION TO BLOW-OUT THE SPRINKLER ZONE.
- SHUT-OFF VALVES SHALL BE INSTALLED ON THE MAINLINE TO ISOLATE THE IRRIGATION SYSTEM IN THE ROW. ALL IRRIGATION IN THE ROW SHALL BE ON ZONES/VALVES SEPARATE FROM ON-SITE IRRIGATION.

PLANT SCHEDULE

EVERGREEN TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	MIN. HT	CONT.	REMARKS
12	PMDF	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	14'-0"	B&B	

DECIDUOUS TREES

QTY.	TAG	BOTANICAL NAME	COMMON NAME	CAL.	CONT.	REMARKS
6	SVRM	ACER RUBRUM 'SUN VALLEY'	SUN VALLEY RED MAPLE	2 1/2"	AIR POT	FURNISHED AND INSTALLED BY OWNER
21	PTQA	POPULUS TREMULOIDES	QUAKING ASPEN	0"	B&B	Quaking Aspen Mix (25% each), Multi-Stem 14'-16', Single Stem 2", Single Stem 3", Single Stem 4"

SHRUBS

QTY.	TAG	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
135	RWWR	ROSA WOODSII	MOUNTAIN ROSE	1 GAL	

PLANT MIXES

QTY	TAG	AREA	COMMON NAME	SIZE	SPACING	REMARKS
585	DMIX	4,560 SF	MIX 1	1 GAL	3'-0"	
0	HMIX	15,109 SF	MIX 2 - HYDROSEED		0"	HYDROSEED
50	FERG	390 SF	FEATHER REED GRASS	1 GAL	3'-0"	

MIX 1 50% GRASSES

- 15% - ACHILLEA MILLEFOLIUM 'NEW VINTAGE WHITE'/NEW VINTAGE WHITE YARROW
- 15% - DESCHAMINPSIA CESPITOSA/TUFTED HAIRGRASS
- 15% - FESTUCA IDAHOENSIS 'SISKIYOU BLUE'/IDAHO FESCUE
- 10% - HELIANTHUS ANNUUS/IDAHO SUNFLOWER
- 15% - LINUM LEWISII/BLUE FLAX
- 10% - LUPINUS SERICEUS/SILKY LUPINE
- 5% - LUPINUS X 'RUSSELL HYBRID'/RUSSELL HYBRID LUPINE
- 15% - SCHIZACHYRIUM SCOPARIUM 'THE BLUES'/LITTLE BLUESTEM

MIX 2 (HYDROSEED)

- 30% - DELPHINIUM OCCIDENTALE/ TALL WESTERN LARKSPUR
- 15% - DESCHAMINPSIA CESPITOSA/TUFTED HAIRGRASS
- 20% - FESTUCA IDAHOENSIS/IDAHO FESCUE
- 20% - KOELERIA MACRANTHA/PRAIRIE JUNEGRASS
- 15% - PSEUDOROENGERIA SPICATA/BLUEBUNCH WHEATGRASS

REVISIONS				DESIGNED	SCALES SHOWN ARE FOR 22" X 34" PRINTS ONLY  IDAHO TRANSPORTATION DEPARTMENT GGLO	PROJECT NO.	SOUTH OF TOWN PLANTING SCHEDULE AND IRRIGATION NOTES	ENGLISH	
NO.	DATE	BY	DESCRIPTION	DESIGN CHECKED		2024088		COUNTY	BLAINE
				DETAILED				KEY NUMBER	22210
				DRAWING CHECKED				SHEET	8 of 8
					05/26/2026				

EXHIBIT E
Legal Description
[to be inserted]



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I approve Lease Agreement #27022 with the Environmental Resource Center and authorize the Mayor to sign agreement."

Reasons for Recommendation:

- Staff proposes a 3-year lease agreement with the Environmental Resource Center (ERC) at a monthly rent of \$200 plus a monthly utility reimbursement of \$175.
- The lease supports the City's partnership with the ERC by providing a permanent location for environmental education, youth programming, visitor engagement, and other community services that align with the City's goals.
- Bicycle valet and recycling services at City-sponsored events are not included as consideration for the reduced rental rate and will be compensated on a per-event basis.
- The Council approved Memorandum of Understanding clearly identifies the responsibilities of the City and the ERC for operation and maintenance of the facility and surrounding park.
- The lease activates an underutilized public facility with consistent programming, public access, and activities that benefit residents and visitors.
- The proposed lease amount is based on the estimated market rental value of the building and the value of the operational services provided by the ERC. The value of the operational services exceeds the value of the rental subsidy as referenced in the attached Market/Reduced Rate Comparison. In addition to supporting the City's goals and activation of Forest Service Park, these services reduce the need for City staff time and contracted services, resulting in an overall net benefit to the City.

Sustainability Impact:

None OR state impact here: The proposed lease supports the City's sustainability objectives by expanding environmental education, fostering community stewardship, encouraging sustainable practices, and activating Forest Service Park through year-round programming and operational partnerships that benefit residents and visitors.

Financial Impact:

None OR Adequate funds exist in account:	Reduction of City-costs associated with maintenance of Forest Service Park.
--	---

Attachments:

<ol style="list-style-type: none">1. Market/Reduce Rate Comparison2. Agreement #27022	
--	--

Market/Reduced Rate Comparison

Estimated Market Rent:	\$18,000
Annual Lease Revenue (\$200/mo.):	<u>\$ 2,400</u>
Annual Rent Subsidy:	\$15,600
Estimated Value of Operational Services by ERC:	<u>\$28,500*</u>
Daily oversight of park cleanliness, including dog waste and trash	\$ 5,000
Daily restroom inspection for cleanliness and supplies	\$ 2,500
Snow and ice removal at building entrance	\$ 1,000
Interior building cleanliness, including restroom	\$ 5,000
Environmental & youth education programming	\$15,000
Visitor engagement and public presence	*salaried employee
Net City Benefit:	(\$12,900*)

LEASE AGREEMENT #27022

THIS LEASE AGREEMENT ("Lease") is entered into effect this 1st day of December, 2026 by and between the City of Ketchum, an Idaho political subdivision located in Blaine County, Idaho ("Landlord") and the Environmental Resource Center an Idaho non-profit corporation ("Tenant"). Landlord and Tenant may be referred to collectively as the "Parties."

The City recognizes the public benefit provided by the Environmental Resource Center through environmental education, youth programming, stewardship activities, and visitor engagement. The Parties desire to facilitate these activities at Forest Service Park through a reduced-rate lease arrangement and continued partnership.

This Lease is intended to work in conjunction with the Memorandum of Understanding between the City of Ketchum and the Environmental Resource Center concerning operations and services at Forest Service Park. In the event of a conflict between the Lease and the Memorandum of Understanding, the terms of this Lease shall control with respect to tenancy, occupancy, insurance, and legal obligations.

1. Basic Lease Provisions. For purposes of this Lease, the following terms have the following definitions and meanings:

1.1 **Landlord's Address** (for notices): P.O. Box 2315, Ketchum, ID 83340

1.2 **Tenant's Address** (for notices): P.O. Box 819, Ketchum, ID 83340

1.3 **Premises:** The building is located in the northeast corner of Forest Service Park, 131 East River Street, Ketchum, Idaho.

1.4 **Term:** Three (3) years, with two one (1)-year options, commencing December 1, 2026 ("Commencement Date"), the initial lease year ending September 30, 2027, and subsequent years commencing on October 1.

1.5 **Commencement Date :** December 1, 2026.

1.6 **Expiration Date:** September 30, 2029 (of first term).

1.7 **Rent and Utility Fee:** Tenant shall pay monthly rent in the amount of Two Hundred Dollars (\$200.00) and a monthly utility reimbursement fee in the amount of One Hundred, Seventy-Five Dollars (\$175.00) per month. The utility reimbursement fee is intended to reimburse Landlord for electrical, natural gas, water, and wastewater services

provided to the Premises. The City may review and adjust the fee annually upon thirty (30) days written notice.

1.8 **Security Deposit:** None.

1.9 **Permitted Use:** Operation of environmental education programs, youth programming, visitor information services, recycling education, community engagement activities, administrative offices, and related nonprofit activities consistent with the mission of the Environmental Resource Center.

1.10 **Termination:** Landlord retains the right to terminate Lease, by providing Tenant with six (6) month's written notice. Landlord stipulates that it does not intend to terminate this Lease, other than for Tenant's non-performance or breach.

1.11 **Utilities:** Tenant shall reimburse Landlord through the monthly utility reimbursement fee identified in Section 1.7.

1.12 **Exhibit:** The Exhibit attached to this Lease are incorporated herein by this reference.

1.13 **Defined Terms:** The headings provided in this Section I in bold print are used in this Lease as defined terms.

Section 1 represents a summary of the basic terms and definitions of this Lease. In the event of any inconsistency between the terms contained in this Section 1 and any specific provision of this Lease, the terms of the more specific provision shall prevail.

2. Premises. In consideration of the monthly payment of rent and utility reimbursement and the performance of the covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with and subject to all conditions, restrictions, obligations, rights, privileges, easements and appurtenances thereto for the Building as have been executed by Landlord, and which cover the Premises.

3. Rent and Utility Reimbursement.

3.1 **Rent and Utility Reimbursement.** Beginning on the Commencement Date, Tenant shall pay monthly rent of Two Hundred Dollars (\$200.00) and a monthly utility reimbursement fee of One Hundred Seventy-Five Dollars (\$175.00), for a total monthly payment of Three Hundred Seventy-Five Dollars (\$375.00). Payments shall be due on the first day of each month and shall be delivered to Landlord at the address designated in Section 1.1. Any partial month shall be prorated.

3.2 Term. The Term shall be for the period designated in Section 1.4. Tenant shall be entitled to renew the Lease for two additional one-year terms. In order to exercise such option, Tenant shall provide written notice of Tenant's intention to exercise such option to Landlord at least 180 days prior to the expiration of the Term.

3.3 Consideration. The Parties acknowledge that the rent established under this Lease is below the estimated fair market rental value of the Premises. The reduced rental rate reflects the public benefit provided by Tenant through environmental education, visitor engagement, youth programming, stewardship activities, and operational support services at Forest Service Park as described in the Memorandum of Understanding (Exhibit A).

The Parties further acknowledge that Tenant's operational responsibilities, including daily park oversight, restroom monitoring, snow removal at building entrances, routine building stewardship, reporting maintenance issues, and other services identified in the Memorandum of Understanding, provide measurable value to the City that offsets a portion of the market rental value of the Premises.

Nothing in this Lease shall require Tenant to provide bicycle valet or recycling collection services at City-sponsored events without separate authorization by the City. If requested by the City, such services shall be compensated at Tenant's customary rates and are not included as consideration for the reduced rental rate under this Lease.

4. Uses.

4.1 General Use. The Premises shall be used solely for the Permitted Use described in Section 1.9 and for activities reasonably incidental thereto, unless otherwise approved in writing by Landlord.

Tenant shall operate the Premises in a safe, orderly, and lawful manner and shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. Tenant shall not create or permit any nuisance or activity that unreasonably interferes with the public's use and enjoyment of Forest Service Park or adjoining properties.

4.2 Hazardous Materials. Tenant shall not use, store, or dispose of any hazardous materials on the Premises except in quantities and manners customarily associated with normal office and educational uses and in compliance with all applicable laws. Tenant shall promptly notify Landlord of any release of hazardous materials and shall be responsible for any contamination caused by Tenant.

4.3 Insurance Risks. Tenant shall not use the Premises in any manner that would increase Landlord's insurance premiums or invalidate any insurance maintained by

Landlord. Tenant shall comply with all reasonable fire and life-safety requirements applicable to the Premises.

4.4 Relationship to Memorandum of Understanding. Tenant acknowledges that the Parties have entered into an MOU describing the operational services and public programming to be provided by Tenant at Forest Service Park. Tenant agrees to use reasonable efforts to perform the services described in the MOU throughout the Term of this Lease.

The Parties acknowledge that the MOU may be amended from time to time by mutual written agreement without requiring amendment of this Lease, provided such amendments do not materially alter the tenancy established herein.

4.5 Fee-Based Services. Tenant may provide recycling collection services, recycling education services, bicycle valet services, and similar services during City-sponsored events. Unless otherwise agreed in writing, Tenant may charge its customary rates for such services. The City shall not be obligated to utilize or compensate Tenant for such services unless specifically requested by the City.

5. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes and assessments payable with respect to all Property of Tenant located on the Premises. "Property of Tenant" shall mean and include all personal property of Tenant including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures kept or used on or installed in the Premises and any improvements to the Premises that are owned by and separately assessed to Tenant.

6. Assignment and Subletting. Tenant shall not, without first obtaining Landlord's written consent: (1) sell, assign, mortgage, or transfer this Lease (or any interest therein); (2) sublease all or any portion of the Premises; or (3) allow the use or occupancy of the Premises by anyone other than Tenant. No assignment or sublease shall relieve Tenant of any liability under this Lease. Landlord's consent to any assignment or sublease shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublease.

7. Care of Premises. Subject to the terms of Section 10, Tenant shall keep the Premises in a neat, clean and sanitary condition, consistent with its use as a public-serving educational facility and shall at all times preserve them in good condition and repair, ordinary wear and tear excepted. If Tenant shall fail to do so, Landlord may at its option place the Premises into said condition and state of repair, and in such case Tenant on demand shall pay or reimburse Landlord for the costs thereof.

8. Surrender of Premises; Removal of Property. Subject to the terms of Section 12, upon expiration or termination of the Lease Term, whether by lapse of time or otherwise (including any holdover period), Tenant at its expense shall: (1) remove Tenant's goods and effects and those of all persons claiming under Tenant; (2) remove any and all improvements and fixtures installed by Tenant (subject to the terms of 9.3); (3) repair and restore the Premises to a condition as good as received by Tenant from Landlord or as thereafter improved by either Tenant or Landlord, reasonable wear and tear excepted; and (4) promptly and peacefully surrender the Premises.

Fixtures shall be defined as anything affixed to real property when it is attached to it by roots, embedded in it, permanently resting upon it, or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws, and may include trade fixtures. Improvement means a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

Any property left on the Premises after the expiration or termination of the Lease Term shall be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient. Tenant shall be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's property as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom. No such reentry shall be considered or construed to be a forcible entry.

9. Condition of Premises; Alterations.

9.1 Conditions of Premises. Tenant accepts the Premises in its existing "as-is" condition and acknowledges that it has inspected the Premises and determined them to be suitable for Tenant's intended use.

9.2 Tenant Improvements. Tenant may make non-structural improvements, including painting, patching, shelving, and similar minor improvements, with prior written approval of Landlord. Structural alterations or modifications affecting building systems shall require prior written approval by Landlord and all applicable permits. Any alterations to the exterior or windows require prior City approval and any required approvals from the Ketchum Historic Preservation Commission and any other agency having jurisdiction.

9.3 Ownership of Improvements. Unless otherwise agreed in writing, all permanent improvements shall become the property of Landlord upon installation.

10. Services and Maintenance.

10.1 Basic Services. Tenant shall be responsible for any special mechanical, electrical or other requirements for approved alterations. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services unless caused by the willful misconduct of Landlord, and no temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

10.2 Maintenance. Tenant shall repair and maintain in good condition and repair, the Premises, and any and all appurtenances thereto, during the term of this Lease.

10.3 Landlord's Obligations. Landlord shall maintain the structural components of the building, including the roof, foundation, exterior walls, major plumbing systems, electrical systems, and mechanical systems serving the Premises. Tenant shall maintain the interior of the Premises in a clean, safe, and sanitary condition and shall perform the routine operational duties identified in the MOU. Tenant shall promptly notify Landlord of any maintenance or repair issues requiring City attention.

11. Entry and Inspection. Landlord, upon reasonable notice to Tenant (and at any time in case of emergency), may enter the Premises for the purpose of inspection, cleaning, repairing, altering or improving the Premises or the Building subject to Tenant's reasonable security requirements.

12. Damage or Destruction.

12.1 Damage and Repair. In case of damage to the Premises or the Building by fire or other casualty, Tenant immediately shall notify Landlord. If the Building is damaged by fire or any other cause to such extent that the Landlord elects not to repair such damage and restore the Building, then Landlord no later than the sixtieth (60th) day following the damage may give Tenant a notice of election to terminate this Lease. In the event of such election this Lease shall be deemed to terminate on the third (3rd) day after the giving of such notice, and Tenant shall surrender possession of the Premises within a reasonable time thereafter, and the Rent shall be apportioned as of the date of Tenant's surrender and any Rent paid for any period beyond such date shall be repaid to Tenant.

If the Landlord elects to repair such damage and restore the Building and does so with reasonable promptness, Tenant shall have no right to terminate this Lease. To the extent that the Premises are rendered untenantable, Rent shall proportionally abate during the period of such untenantability, unless such damage resulted from or was contributed to directly or indirectly by the act, fault or neglect of Tenant, Tenant's officers, contractors,

subcontractors, agents, employees, invitees or licensees. Notwithstanding the foregoing, in the event of damage to the Premises or the Building which is not repaired by Landlord within ninety (90) days following said damage, Tenant shall have the option to terminate the Lease, and upon said termination, the Lease shall be of no further force and effect, and the Tenant shall have no further obligations hereunder.

12.2 Business Interruption; Property of Tenant. No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Building. Landlord will not carry insurance of any kind on the Premises or any property of Tenant, including inventory, equipment, floor, ceiling and wall coverings, furniture and trade fixtures, and any improvements to the Premises that are paid for by Tenant and Landlord shall not be obligated to repair any damage thereto or replace the same.

13. Indemnification and Waiver of Liability. Tenant shall indemnify, hold harmless and defend Landlord from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the ownership, occupancy or use of any part of the Premises or the Building occasioned wholly or in part by any act or omission of Tenant or its officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees or visitors, or any assignee or sublessee or any other party for whom Landlord or Tenant would otherwise be liable. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Building or any other third parties, or Landlord, except for Landlord's willful misconduct or gross negligence.

14. Insurance.

14.1 Tenant Insurance. Tenant shall maintain Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City of Ketchum as an additional insured. Tenant shall also maintain workers' compensation insurance as required by Idaho law for any employees.

14.2 Proof of Insurance. Prior to occupancy, Tenant shall provide certificates of insurance to Landlord and shall provide updated certificates upon renewal of coverage.

14.3 Landlord Insurance. Landlord shall maintain insurance on the building and other insurance customarily maintained by the City for its municipal facilities. Tenant

acknowledges that Landlord's insurance does not insure Tenant's personal property or equipment.

15. Signs. Tenant shall not place on the exterior of the Premises or the Building or on any part of the interior of the Premises visible from the exterior thereof, any sign or advertising matter without the prior written consent of Landlord and shall comply with all signage standards and restrictions set by the City of Ketchum.

16. Condemnation.

16.1 Entire Taking. If all or substantially all of the Premises are acquired by eminent domain or conveyance in lieu thereof, this Lease shall terminate on the date title vests in the condemning authority. Rent and utility reimbursement shall be prorated to the date of termination.

16.2 Partial Taking. If only a portion of the Premises is acquired and the remaining Premises can reasonably continue to be used for the Permitted Use, this Lease shall remain in effect and the Parties shall equitably adjust the rent, utility reimbursement, or both, as appropriate. If the remaining Premises cannot reasonably be used for the Permitted Use, either Party may terminate this Lease upon thirty (30) days' written notice.

16.3 Awards and Damages. Landlord shall be entitled to any award for the value of the Premises. Tenant may pursue a separate claim against the condemning authority for relocation expenses, business interruption, or loss of Tenant-owned personal property, to the extent permitted by law.

17. Default; Remedies.

17.1 Events of Default. Each of the following shall be deemed a default by Tenant and a material breach of this Lease:

17.1.1 Failure by Tenant to pay when due any Rent hereunder if such failure shall continue for a period of ten (10) days after the delivery to Tenant of written notice of such failure; or

17.1.2 Failure by Tenant to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Lease if such failure shall continue for a period of thirty (30) days after Landlord has delivered to Tenant written notice listing the reasons for Tenant's default; provided that in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default; or

17.1.3 Any misrepresentation or material omission of information made by Tenant orally to Landlord or in any documents or other materials provided by Tenant to Landlord in connection with this Lease; or

17.2 Landlord Remedies for Tenant Default. If any default occurs hereunder, Landlord may, at any time thereafter and without waiving any other rights hereunder, do one or more of the following:

17.2.1 Terminate this Lease, by written notice on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability;

17.2.2 Without further demand or notice, reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, damage or otherwise and without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

17.2.3 Without further demand or notice, cure any Event of Default, and charge Tenant as additional rent the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the rate of prime plus two percent (2%) per annum or the highest interest rate allowed by applicable law, whichever is less, provided that Landlord will have no obligation to cure any such Event of Default of Tenant;

17.3 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant shall not remain liable to Landlord for damages as a result of said default.

17.4 Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord or Tenant, from time to time, at said parties election, and nothing in this Lease will be deemed to require either party to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or after the Commencement Date existing at

law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or after the Commencement Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord or Tenant in collecting any amounts and damages owing by the defaulting party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord or Tenant, will also be recoverable by the non-defaulting party.

17.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within said 30-day period, Landlord shall not be in default if it commences to cure the default within the thirty (30) day period and diligently pursues completion of same. If Landlord fails to timely cure any default, Tenant, in its sole and absolute discretion, may either: (i) terminate the Lease upon notice to Landlord; or (ii) cure the default, and deduct any amounts necessary for said cure from its future financial obligations to Landlord under the Lease.

17.6 Late Payments.

17.6.1 Interest. All Rent not paid within thirty (30) days of the due date hereunder shall bear interest from the date due at the rate of fifteen percent (15%) per annum or the maximum permitted by law, whichever is less.

17.6.2 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by the Lease, the exact amount of which are now and will be extremely difficult to ascertain other than such charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to Twenty-Five Dollars (\$25.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

18. Landlord's Default. In the event of any default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within such period, to commence action and proceed diligently to cure such alleged default.

19. Holdover. If Tenant remains in possession after expiration of the Lease with Landlord's written consent, the tenancy shall continue on a month-to-month basis under the terms of this Lease until terminated by either Party.

20. Notices. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier, i.e. federal express, or sent by facsimile and confirmed by telephone to Landlord and to Tenant at the addresses set forth in Section 1 (except that, after the Lease commences, any such notice may be so mailed or delivered by hand to Tenant at the Premises), or to such other addresses as may from time to time be designated by any such party in writing. Notices mailed as aforesaid shall be deemed given at the earlier of three (3) days after the date of such mailing or upon the date of receipt.

21. Costs and Attorneys' Fees. In any action arising out of this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs. The prevailing party will be the party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

22. Nonwaiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of any other term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

23. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period and so long as this Lease has not been terminated, subject to the terms and conditions of this Lease, Tenant's quiet possession of the Premises during the Term shall not be disturbed by Landlord or others claiming through Landlord.

24. General

24.1 Miscellaneous. Titles or captions to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and Tenant's use of the Building and the Property and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall remain in full force and effect. Time periods for Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho. Time is of the essence of this Lease. This Lease may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

24.2 Authority. If Tenant is a corporation, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with a duly adopted resolution of the board of directors of Tenant and in accordance with Tenant's bylaws, and that this Lease is binding upon Tenant in accordance with its terms. If Tenant is a partnership, the individual executing this Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with Tenant's partnership agreement, and that this Lease is binding upon Tenant in accordance with its terms.

[signatures on next page]

IN WITNESS WHEREOF, the Landlord and the Tenant have signed their name and affixed their seals the day and year first above written.

TENANT:

Ashton Wilson, Executive Director
Environmental Resource Center

LANDLORD:

Pete Prekeges, Mayor
City of Ketchum

ATTEST:

Trent Donat
City Clerk & Business Manager

EXHIBIT A
MOU 26-004



City of Ketchum

**MEMORANDUM OF UNDERSTANDING
CITY OF KETCHUM
ENVIROMENTAL RESOURCE CENTER
MOU # 26-004**

PARTIES

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Ketchum (“City”) and the Environmental Resource Center (“ERC”), collectively referred to as the “Parties.”

1. PURPOSE

The purpose of this MOU is to establish a shared understanding regarding the ERC’s use of a City-owned building located at Forest Service Park; and the operational responsibilities and public services to be provided by ERC in exchange for a reduced-cost lease arrangement.

This MOU is intended to outline the general expectations, roles, and commitments of each party and will inform a separate lease agreement between the Parties.

2. TERM

This MOU shall become effective upon execution by both Parties and remain in effect until superseded by a formal lease agreement or terminated by either Party upon written notice. The ERC wishes to begin operating out of the easternmost building during the week of June 1st, 2026.

3. USE OF PREMISIS

The City agrees to make available to the ERC a building located within Forest Service Park (the “Premises”) for the purpose of:

- Environmental education programming
- Public engagement and interpretive services
- Youth programming and community activities

The ERC intends to:

- Operate programming for youth (preschool through high school) focused on science, skills, and service
- Provide public-facing environmental education and resources
- Offer interpretive materials and visitor engagement opportunities
- Maintain regular public hours, generally between 9:00 a.m. and 4:00 p.m., subject to programmatic needs and holidays.

4. CONSIDERATION

The Parties acknowledge that the City will offer the Premises at a reduced or nominal lease rate; and, in exchange, the ERC will provide ongoing operational, maintenance, and public service functions within Forest Service Park as outlined in this MOU.

5. ERC RESPONSIBILITIES

The ERC agrees to perform the following services and operational duties:

- a. Park Operations & Maintenance**
 - Provide daily oversight of park cleanliness, including monitoring dog waste and trash conditions
 - Coordinate with the City regarding maintenance needs
- b. Restroom Monitoring**
 - Inspect outdoor restrooms daily for cleanliness and supplies
 - Notify the City when cleaning or restocking is needed
 - Secure restrooms if issues arise (e.g., plumbing problems)
- c. Event Support**
 - Provide bicycle valet services during community events such as Ketch'em Alive and the Farmers Market, within a City-designated area
- d. Snow and Winter Maintenance**
 - Apply de-icing materials to walkways as needed
 - Clear snow from entrances (minimum 6 feet from overhangs)
- e. Recycling & Public Education**
 - Support recycling efforts, including:
 - Public education about recycling and environmental stewardship
 - Optional collection of limited recyclables (e.g., plastics, aluminum, film plastics)
 - Coordinate placement and servicing logistics with the City
- f. Building Stewardship**
 - Maintain cleanliness of the building interior, including restrooms
 - Notify the City of any building malfunctions or maintenance issues
 - Use designated spaces for programming, including potential use of spaces by partners pending City approval.
- g. Utilities**
 - Pay a flat monthly utility fee as determined by the City based on estimated usage
- h. Improvements**
 - Non-structural improvements (e.g., painting, patching) may be performed with City approval
 - No structural modifications shall be made
- i. Signage**
 - Install only City-approved signage consistent with applicable standards

6. CITY RESPONSIBILITIES

The City agrees to:

- a. Provide access to the Premises for ERC's use
- b. Coordinate with ERC on maintenance, repairs, and supply needs
- c. Provide designated areas for event-related activities (e.g., bike valet)
- d. Establish a reasonable flat-rate utility structure
- e. Review and approve proposed signage and improvements
- f. Retain responsibility for major building systems, structural components, and capital improvements

7. COLLABORATION & PUBLIC BENEFIT

The Parties agree they will collaborate in good faith to support the following partnership goals:

- a. Enhance the visitor experience at Forest Service Park
- b. Expand environmental education and stewardship opportunities
- c. Activate the park through consistent programming and presence
- d. Provide community benefit through shared use of public space

8. LIMITATIONS


This MOU does not constitute a lease or legally binding contract for tenancy. A separate lease agreement will define specific legal, financial, and liability terms. MOU may be modified only by mutual written agreement.

9. TERMINATION

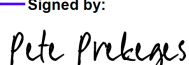
Either Party may terminate this MOU upon written notice to the other Party. Upon termination, the Parties will work cooperatively to transition operations.

ENVIRONMENTAL RESOURCE CENTER

CITY OF KETCHUM

Signed by: 
D25D48C74F58448...

By: Ashton Wilson
Its: Executive Director

Signed by: 
E6919BD8DA3D478...

By: Pete Prekeges
Its: Mayor

Signed by: 
7FAF9B9BC7D8434...

Attest:
Trent Donat, City Clerk





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city supports community events to fulfill the following values (and their associated goals) outlined in the adopted comprehensive plan: exceptional recreational opportunities, a lively arts and culture scene, and a strong and diverse economy.
- The Hometown Olympians & Paralympians event is a collaboration between the cities of Ketchum and Sun Valley, Blaine County, Sun Valley Ski Education Foundation, and Sun Valley Company to celebrate the local Olympians and Paralympians who represented Team USA at the 2026 Olympic and Paralympic Winter Games in Milano-Cortina, Italy in 2026. The local athletes will be participating in the event.
- Festivities will take place from 5:15 PM to 8 PM on July 17 and include an athlete parade/procession down Sun Valley Road from Champions Meadow to Town Square and a concert in Town Square.
- The event would require a 15-minute street closure on Sun Valley Road (from Champions Meadows to Town Square) and on half the block on East Avenue (between Sun Valley Road and 4th Street) to accommodate the parade/procession. The Sun Valley Road closure requires City Council approval, per Ketchum City code. All street closures and traffic control will be conducted by Ketchum and Sun Valley city staff/police.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

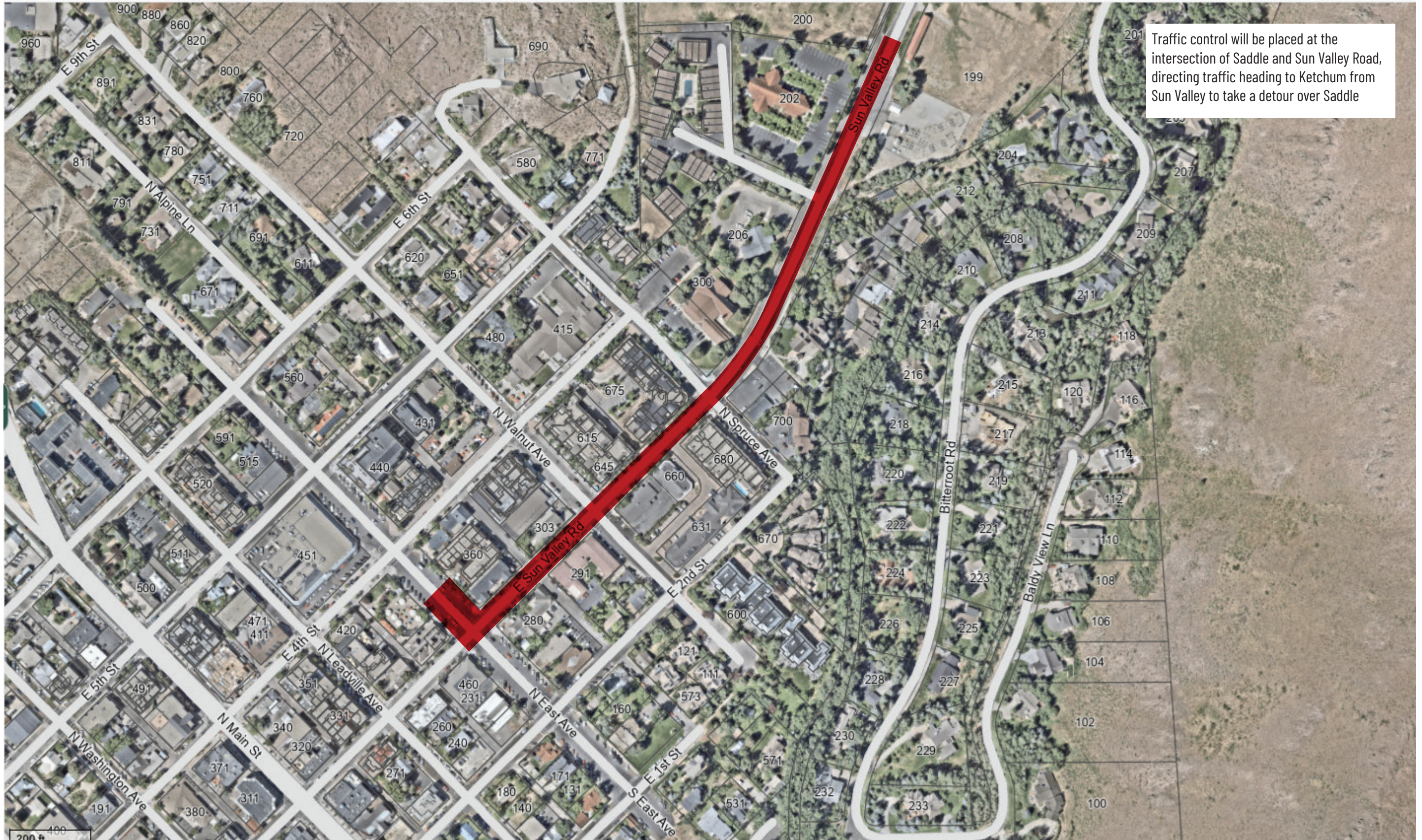
1. Event Street Closure Map

2.

HOMETOWN OLYMPIAN CELEBRATION STREET CLOSURE

Date: Friday, July 17

Time: 5:30 PM-5:45 PM



Traffic control will be placed at the intersection of Saddle and Sun Valley Road, directing traffic heading to Ketchum from Sun Valley to take a detour over Saddle



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Background:

- Under Idaho Code section 67-2803, the traditional procurement processes related to solicitation of “goods and services” under Chapter 28, Title 67, Idaho Code, does not apply to the procurement of personal or professional services. Further, the Qualification Based Selection process contained in Idaho Code section 67-2320 only applies to the procurement of design professionals, construction managers, and land surveyors.
- That said, the city issued a request for qualifications from interested legal firms on April 23, 2026, with three submissions by the following legal firms:
 - Elam & Burke
 - Josh Stanek
 - White Peterson

All three firms were deemed responsive and qualified. The Mayor and Council’s primary objective was to increase the service level of Legal Services. Specifically, the Council was interested in exploring local legal counsel to ensure a closer understanding of issues arising in the town and valley. Mr. Stanek will be holding regular office hours in city hall with staff. The Council was open to this arrangement in partnership with another out-of-area law firm.

The Mayor is recommending the following:

- Josh Stanek as City Attorney
- Award a Legal Services contract to Elam & Burke which would be managed on a task order basis that Mr. Stanek does not have bandwidth to handle

Staff is recommending the Council formally take action to appoint Mr. Stanek as City Attorney and for Council to provide feedback regarding concerns with proceeding with Elam & Burke for supplemental legal services. Assuming no concerns from the Council, staff will return with detailed contracts for both Mr. Stanek and Elam & Burke.

Staff has also spoken with the current the City Attorney and Mr. Stanek to develop the following transition plan:

- July – overlap month to transition duties between existing and new City Attorney. New city attorney would bill hourly and not receive retainer.
- August – White Peterson would no longer receive monthly retainer and would bill hourly on legal matters that are assigned to them to complete.

Sustainability Impact:

No impact

Financial Impact:

<p>None OR Adequate funds exist in account:</p>	<ul style="list-style-type: none"> • The FY27 Budget allocates \$210,000 for Legal Services in addition to the \$50,000 for misdemeanor prosecution services which is contracted along with the other cities with another local attorney. • Mr. Stanek has proposed a monthly retainer of \$14,000 based on an hourly rate of \$221 for 63 hours. The proposed hourly rate is consistent with the new City Attorney contract at City of Hailey. Any hours over the 63-hour retainer would be billed at \$265 per hour.
---	--

Attachments:

1. Stanek resume
2. Elam & Burke RFP submission

JOSH STANEK

PO Box 4439 • Hailey, ID 83333 • 208.720.4688 • josh@staneklaw.us

PROFESSIONAL SUMMARY

Blaine County attorney with over a decade of broad civil practice, including land use planning, civil litigation, criminal defense, estate planning, and corporate transactions. Experienced in drafting, interpreting, and negotiating contracts and agreements across a wide range of matters. Served as Staff Attorney to a District Court Judge, providing deep familiarity with Idaho courts, procedure, and legal research. Well-versed in local government law and the legal needs of small Idaho communities, with a strong commitment to public service and active civic involvement.

AREAS OF PRACTICE

- Land use planning, zoning matters, and related civil litigation
- Contract drafting, interpretation, and negotiation (commercial, residential, government)
- Municipal and local government law; civil rights (42 U.S.C. § 1983) actions
- Civil litigation: trial preparation, court appearances, motions, appeals
- Criminal law and public defense; family law; probate and estate planning
- Business and corporate law, including corporate transactions and governance
- Legal research, memoranda, and advising on risk and cost-benefit analysis

PROFESSIONAL EXPERIENCE

Staneck Law, PLLC | Hailey, ID

Owner & Attorney October 2015 – Present

- Manage a broad civil and criminal practice serving Blaine County and surrounding communities, with matters including land use planning, civil litigation, 42 U.S.C. § 1983 actions, criminal defense, family law, probate, and corporate transactions.
- Drafted, reviewed, and negotiated numerous contracts and agreements, including commercial and residential purchase and sale agreements, corporate transaction documents, and other transactional instruments.
- Handled land use planning matters, advising clients on zoning, permitting, and regulatory compliance, and representing clients in related administrative and civil proceedings.
- Regularly appeared in Idaho state courts; advised clients on litigation risks, trial strategy, and cost-benefit analysis to achieve efficient and favorable resolutions.
- Served as contract public defender for Blaine County and conflict public defender for the Idaho State Public Defender's Office.

Blaine County District Court | Hailey, ID

Staff Attorney to District Court Judge Robert J. Elgee July 2013 – August 2015

- Drafted and edited criminal and civil case decisions, court orders, jury instructions, and verdict forms to ensure timely and accurate resolution of court matters.
- Conducted extensive legal research on complex issues arising in pre-hearing preparation, trials, and appeals, enabling judges to rule from the bench on difficult questions.
- Reviewed attorney-submitted proposed orders and briefs; wrote detailed legal memoranda synthesizing law and facts on contested issues.
- Coordinated daily court operations with deputy clerks; assisted patrons of the law library with legal research; promoted fairness and professionalism in all court interactions.

COMMUNITY INVOLVEMENT

Pioneer Montessori School | Blaine County, ID

Board Member 2023 - Current

- Serve on the board of directors for Pioneer Montessori School, a local non-profit, contributing to organizational governance, strategic planning, and community stewardship.

Sun Valley Suns | Sun Valley, ID

Board Member 2025 - Current

- Serve on the board of directors for the Sun Valley Suns, contributing to organizational governance and supporting the corporation's mission in the local community.

EDUCATION

University of San Diego School of Law | San Diego, CA

Juris Doctor May 2011

- Certificate of Concentration in Business and Corporate Law — focused coursework in corporate transactions, commercial contracts, business organizations, and related transactional practice areas.

Pomona College | Claremont, CA

Bachelor of Arts, Economics May 2006

BAR ADMISSION

State Bar of Idaho, admitted October 2012

ELAM & BURKE, P.A.

ATTORNEYS AT LAW

Response to Request for Qualifications **Legal Services (City Attorney)**

Submitted to:

City of Ketchum, Idaho

Attn: Trent Donat, City Clerk

tdonat@ketchumidaho.org

May 15, 2026

Primary Contact:

Abigail R. Germaine, Shareholder

251 E. Front Street, Suite 300 | Boise, Idaho 83702

T: (208) 343-5454 | E: arg@elamburke.com | www.elamburke.com

Abigail R. Germaine

Shareholder

251 E. Front St., Suite 300, Boise, ID 83702
T: (208) 343-5454 | E: arg@elamburke.com

May 15, 2026

VIA EMAIL: tdonat@ketchumidaho.org

Trent Donat, City Clerk
City of Ketchum
P.O. Box 2315
Ketchum, Idaho 83340

Re: Request for Qualifications for Legal Services (City Attorney)

Dear Mr. Donat:

Elam & Burke, P.A. is pleased to submit this response to the City of Ketchum's Request for Qualifications for Legal Services. Founded in Boise in 1928, our firm has dedicated nearly a century to delivering practical, principled, and effective legal counsel to Idaho's public entities, businesses, and communities. We would welcome the opportunity to serve as City Attorney to the City of Ketchum.

Our firm is uniquely positioned to serve Ketchum. We bring established familiarity with the Wood River Valley — Elam & Burke currently serves as legal counsel to the Ketchum Urban Renewal Agency, and our attorneys regularly work with City staff, partner agencies, and stakeholders on matters affecting Ketchum. This existing local knowledge means we have an inherent understanding of the community, its political dynamics, and its long-standing land use and water issues.

Just as importantly, Ketchum will receive the full breadth of a twenty-attorney firm. While Abigail Germaine will serve as principal contact and lead attorney, the City will have direct access to specialists across every area identified in the RFQ — municipal and public sector law, commercial real estate, land use, municipal financing, open meetings and public records, water rights, and complex litigation. In addition, the firm has experienced legal assistants and paralegals who will be available to assist with routine form contract preparation and filings.

The enclosed response addresses each of the City's submission requirements. We would be pleased to provide additional information, attend an interview, or otherwise respond to any questions the City may have. Thank you for the opportunity to be considered. We look forward to the possibility of working with you, the Mayor, the City Council, and the City staff.

Sincerely,

ELAM & BURKE, P.A.

Abigail R. Germaine

Shareholder

Enclosure: Certificate of Liability Insurance

01 — EXPERIENCE & QUALIFICATIONS

About Elam & Burke, P.A.

Elam & Burke, P.A. is one of Idaho's longest-standing law firms. With nearly a century of continuous practice, we have built a reputation for excellence, efficacy, and a teamwork-based approach to representation. We currently employ twenty attorneys, supported by a team of paralegals and professional staff, and our attorneys are licensed in Idaho, California, Montana, Oregon, Utah, and Washington.

The firm represents a broad cross-section of clients — public entities and quasi-governmental bodies; businesses ranging from closely held companies to publicly traded corporations; nonprofits; and individuals. Our practice areas include local government and public entity representation, commercial litigation, real estate, land use, environmental and water law, labor and employment, construction, business formations and corporate transactions, trust and fiduciary litigation, insurance defense, and appellate practice.

What sets Elam & Burke apart is the depth and breadth available behind every engagement. When you retain a single attorney from Elam & Burke, you retain the firm. Our attorneys consult collaboratively with one another, draw on specialized expertise as matters require, and coordinate seamlessly to deliver responsive, integrated counsel. For a public client like the City of Ketchum — whose legal needs span everything from a routine ordinance review to complex multi-party litigation — that depth is decisive.

Elam & Burke is also a member of Meritas, a global alliance of independent law firms, giving our clients access to vetted legal expertise wherever it may be needed. The firm is also actively involved in the Idaho State Bar, the Idaho Association of Defense Counsel, and numerous professional and civic organizations across the State.

Team Assigned to the City of Ketchum

The team identified below has been assembled with the specific scope of services in the RFQ in mind. Abigail Germaine will serve as principal contact and primary attorney. Each of the attorneys listed has the experience, training, and capacity to handle the matters in their respective subject areas, and each will be available to the City directly. Brief biographies follow.

Abigail R. Germaine — Shareholder

Lead — Municipal & Public Sector Law; Land Use; Open Meetings & Public Records; Water Rights

Abbey Germaine focuses her practice on municipal law, urban renewal, land use, public utilities, water, and energy. The foundation for her legal practice was established during her tenure with the City of Boise, where she offered strategic advice to the Mayor and City Council on a variety of matters and made significant contributions to the Public Works Department, with a key focus on energy and water. She joined Elam & Burke in 2021 and now advises a wide range of public-sector clients on local government,

land use, environmental law, public works, government contracting, and administrative law, regularly representing municipal clients before the Idaho Department of Water Resources, the Idaho Public Utilities Commission, and other quasi-governmental entities. Abbey is recognized as a Best Lawyers "Ones to Watch" honoree and a Super Lawyers Rising Star. She holds her J.D. from the University of Idaho College of Law (2013) and is admitted to the Idaho State Bar, the U.S. District Court for the District of Idaho, and the Ninth Circuit Court of Appeals.

Meghan Sullivan Conrad — Shareholder

Co-Lead — Municipal & Public Sector Law; Urban Renewal; Open Meetings & Public Records

Meghan Conrad joined Elam & Burke in 2006 and is a fifth-generation Idaho lawyer. She works extensively with urban renewal agencies throughout Idaho — including the Ketchum Urban Renewal Agency — structuring public-private partnerships, handling government contracts, tax-increment financing, litigation, appeals, and governmental relations. Her experience also includes tax-exempt and taxable bond transactions. Meghan is widely recognized for her urban renewal expertise and is a frequent speaker at statewide conferences on the subject. She was named an Idaho Business Review Leader in Law in 2014 and 2017, and is recognized as a Best Lawyers "Ones to Watch" honoree. She holds her J.D. from the University of Idaho College of Law (2004).

Angela K. Edwards — Of Counsel

Lead — Commercial Real Estate

Angela Edwards brings more than 25 years of experience in commercial real estate, general commercial, and technology transactions. Her career uniquely combines private-firm practice with in-house experience as a senior attorney and manager at Micron Technology, Inc., a Fortune 200 semiconductor company, where she established and oversaw the Legal Operations function in the company's global legal department. That dual perspective — outside counsel and in-house counsel — translates directly to a municipal client: Angela understands how organizations actually consume legal services, and structures her work accordingly. She holds her J.D. from Tulane University Law School (1995) and is admitted to the Idaho State Bar.

Meredith L. Kohler — Of Counsel

Support — Water Rights; Regulatory & Compliance

Meredith Kohler practices in business counseling, transactions, and outside general counsel work, with particular expertise in regulatory law, compliance, and real estate transactions. She holds dual J.D./M.B.A. credentials and previously served as in-house counsel for a global beauty and wellness brand, where she navigated multi-jurisdictional regulatory compliance. She is admitted in both Idaho and California, has been recognized as a Best Lawyers "Ones to Watch" honoree and a Super Lawyers Rising Star (2024), and supports the firm's water and natural resources practice.

Erica J. White — Of Counsel

Co-Lead — Complex Litigation; Municipal Government; Tort Claims

Erica White is an accomplished litigator whose experience is directly aligned with the litigation needs of a municipal client. She spent nearly nine years in the Ada County Prosecuting Attorney's Office, Civil Division, where the majority of her work was civil litigation — including defense of alleged civil rights violations, tort claims, attorney and medical malpractice, personal injury, whistleblower claims, and employment discrimination. In that role she also handled procurement, contracts, and public records requests, and provided legal advice to elected officials and department heads. J.D., University of Idaho College of Law (2006).

Jaclyn T. Gans — Shareholder

Co-Lead — Complex Litigation

Jaclyn Gans is a Shareholder and member of the firm's Executive Committee, with a litigation practice spanning commercial litigation, employment law, construction defect, product liability, bad faith, and trust and fiduciary disputes. She has achieved successful outcomes in Idaho state and federal district courts and before the Idaho Supreme Court. Jaclyn clerked for the Honorable Jim Jones of the Idaho Supreme Court and the Honorable B. Lynn Winmill, then-Chief Judge of the U.S. District Court for the District of Idaho. She is recognized as a Super Lawyer and Best Lawyers "Ones to Watch" honoree across multiple categories. J.D., University of Idaho (2013).

Matthew L. Walters — Shareholder & Managing Director

Co-Lead — Complex Litigation; Employment

Matt Walters is a Shareholder, current Managing Director of the firm, and has served on the firm's Executive Committee for fifteen years. His litigation practice emphasizes employment law, fiduciary and probate disputes, ski-industry litigation, product liability, first-party bad faith, and complex commercial matters. Matt was named Best Lawyers "Lawyer of the Year" in 2022 and is a Super Lawyers honoree. He is a member of the Association of Ski Defense Attorneys, the Federation of Defense & Corporate Counsel, and the Idaho Association of Defense Counsel.

Samuel A. Diddle — Shareholder

Co-Lead — Complex Litigation; Insurance & Bad Faith; Construction

Sam Diddle has spent more than thirty years helping businesses and companies navigate complex legal issues, with a practice spanning commercial litigation, business transactions, and general business representation. His litigation work places particular emphasis on health, disability, and life insurance litigation, first-party bad-faith claims, secured lending, and construction law, and he handles complex matters in both litigation and transactional contexts for local and national clients. Sam regularly provides general representation to large insurers, including contract negotiation and interfacing with government regulators. He is recognized by Best Lawyers and is admitted to practice before the Idaho courts, the U.S. District Court for the District of Idaho, the Ninth Circuit Court of Appeals, and the United States Supreme Court. J.D., University of North Carolina School of Law (1990).

Joyce A. Hemmer — Shareholder

Co-Lead — Complex Litigation; Insurance & Coverage

Joyce Hemmer is a defense litigator with nearly twenty years of experience in Idaho state and federal courts. Her practice is built on a foundation of insurance defense litigation, giving her broad expertise across professional liability, legal and medical malpractice, product liability, automobile negligence, premises liability, construction defects, employer liability, and a wide array of torts and statutory claims under both state and federal law. In addition to third-party insurance matters, she regularly advises on first-party insurance and coverage matters, commercial litigation, consumer claims, and contract disputes, and is frequently consulted to evaluate and resolve claims before suit is filed — helping clients develop strategies to avoid litigation altogether. Joyce clerked for Idaho District Judge Joel D. Horton before he took the bench as a Justice of the Idaho Supreme Court. She is recognized by Best Lawyers and Super Lawyers, and serves as 2025–2026 President of the Richard C. Fields American Inn of Court. J.D., William & Mary Law School (2005).

Alignment with Scope of Services

The City's RFQ identifies six categories of scope of services and seven applicable areas of law. Our team is positioned to deliver on each.

Scope of Services (RFQ Items 1–6):

- **1. Legal advice to elected officials, appointed officers, staff, and boards/commissions/committees** — Abigail R. Germaine (lead), Meghan S. Conrad, and Erica White. All three have direct experience advising elected and appointed bodies on the full range of governance issues, from routine to politically sensitive.
- **2. Advice on all aspects of municipal law and litigation** — Abigail R. Germaine and Meghan S. Conrad on transactional and advisory municipal matters; Jaclyn Gans and Matthew Walters on litigation, including employment, contract disputes, and tort claims; Angela K. Edwards on real estate and property matters; Erica J. White on public records request law, leases, and municipal procurement.
- **3. Attorney of Record / oversight of Attorney of Record in civil suits** — Abigail R. Germaine will coordinate as principal contact, with Jaclyn T. Gans and Matthew L. Walters serving as litigation leads. We have substantial experience overseeing special counsel and coordinating with insurance defense panel counsel where appropriate.
- **4. Prepare or review ordinances, resolutions, deeds, leases, contracts, and other legal instruments** — Abigail R. Germaine and Meghan S. Conrad regularly draft and review such instruments for Idaho municipalities and urban renewal agencies. Angela K. Edwards and Sam A. Diddle provide depth on complex commercial and real estate documents.
- **5. Review RFPs, bid invitations, development applications, agenda items, delinquent tax collections, and other matters** — Abigail R. Germaine (lead), supported by Meghan S. Conrad and Eric J. White on procurement and Angela K. Edwards and Sam A. Diddle on commercial transactions.
- **6. Attendance at Council, Planning and Zoning, and Historic Preservation Commission meetings** — Abigail R. Germaine will personally attend regular and special City Council meetings and workshops, and will attend Planning and Zoning Commission meetings as requested. Other attorneys will be made available to cover meetings on the occasion of a scheduling conflict.

Applicable Areas of Law (RFQ Experience and Qualifications):

- **Municipal, state and public sector law** — Abigail R. Germaine; Meghan S. Conrad
- **Commercial real estate** — Angela K. Edwards; Sam A. Diddle
- **Land use (planning and development)** — Abigail R. Germaine
- **Municipal financing** — Meghan S. Conrad
- **Open meetings and public records** — Abigail R. Germaine; Meghan S. Conrad, Erica J. White
- **Water rights** — Abigail R. Germaine; Meredith L. Kohler

- **Complex litigation in any of the above areas** — Jaclyn T. Gans; Matthew L. Walters; Sam A. Diddle; Joyce A. Hemmer

Ability and Capacity to Provide Services

Elam & Burke has the institutional capacity to serve as the City of Ketchum's City Attorney. Our twenty-attorney roster, paralegal team, and professional support staff are organized to handle multiple substantial public-entity engagements simultaneously, and we currently do so. Each attorney identified above has been individually consulted regarding this engagement and confirmed availability.

Day-to-day matters will flow through Abigail R. Germaine as principal contact. Routine items — calls, emails, document review, and simple drafting — will typically be turned within one to three business days, and urgent items the same business day where circumstances allow. For larger matters or matters requiring specialized expertise, Abigail R. Germaine will pull in the appropriate team member directly, eliminating the delay and inefficiency that often arises when a generalist must research outside their area. The City will know who is working on each matter, why, and at what rate.

We commit to the following practical standards of service: (i) timely response to inquiries — typically same business day for time-sensitive items; (ii) attendance at all regular and special City Council meetings, with Planning and Zoning Commission and other meetings attended on request; (iii) review and turn-around of ordinances, resolutions, contracts, and similar instruments within agreed deadlines; (iv) monthly billing with detailed, transparent time entries; and (v) direct access to the responsible attorney for the Mayor, Council, Department heads, and authorized staff.

Importantly, our existing representation of the Ketchum Urban Renewal Agency and our prior work as conflict counsel to the City means we are already familiar with Ketchum's governance structure, key personnel, current development activity, and the practical realities of operating in the Wood River Valley.

02 — PROPOSED FEE FOR SERVICES

Hourly Rates

Elam & Burke proposes the following hourly rates for legal services provided to the City of Ketchum. These rates reflect a discount from our standard schedule and are offered in recognition of the City as a public-sector client.

Timekeeper Classification	Hourly Rate
Shareholder	\$325.00
Of Counsel	\$325.00
Associate	\$250.00
Paralegal	\$150.00

Billing Methodology

Elam & Burke bills for services on a monthly basis. Invoices are itemized by timekeeper, date, and task, with a concise narrative description of the work performed. Time is recorded in tenth-of-an-hour increments (six minutes). Costs (filing fees, recording fees, courier charges, travel, and similar out-of-pocket expenses) are passed through at the firm's actual cost without markup.

We will work with the City on the following billing practices:

- Invoices delivered electronically by the 15th of each month for the prior month's services.
- Detailed task-level entries to support the City's review and any public records inquiries.
- On request, billing summaries grouped by matter, department, or board/commission.

We are committed to predictable, transparent, and reasonable billing. Where a matter is likely to exceed an anticipated budget, we will communicate proactively before incurring additional time.

03 — REFERENCES

Elam & Burke provides the following three references from Idaho governmental clients for which the firm currently provides or has recently provided legal services. The named contacts are familiar with the firm's work, our team, and our approach to public-entity representation.

Reference 1 — Elmore County - Board of County Commissioners

Contact Name and Title: Albert Hofer, Chair

Address: 2280 American Legion Boulevard, Mountain Home, Idaho 83647

Phone: 208-587-2130

Email: ahofer@elmorecountyd.gov

Nature of Work: General outside legal counsel to the Board of County Commissioners on municipal and county-government matters, including land use, public records, contracts, and related advisory and litigation work.

Length of Relationship: Over 4 years

Reference 2 — City of Boise

Contact Name and Title: Steve Burgos, Public Works Director

Address: 150 N. Capitol Boulevard, Boise, Idaho 83702

Phone: 208-608-7150

Email: sburgos@cityofboise.org

Nature of Work: Representation of the City on municipal, public works, water, and energy matters. Served in the City Attorney's office prior to joining Elam & Burke and advised department heads, the Mayor, and City Council.

Length of Relationship: 6 years

Reference 3 — Ketchum Urban Renewal Agency

Contact Name and Title: Jade Riley, Executive Director

Address: 191 5th Street West, Ketchum, Idaho 83340

Phone: 208.727.5084

Email: jriley@ketchumidaho.org

Nature of Work: Ongoing general counsel to the Agency, including urban renewal plan administration, tax-increment financing, public-private partnership structuring, development agreements, procurement,

real property disposition, open meetings and public records compliance, and related advisory matters specific to the Ketchum and Wood River Valley context.

Length of Relationship: Firm has been serving in this capacity for over 10 years.

04 — CONFLICT OF INTEREST

Elam & Burke takes the duty of loyalty and avoidance of conflicts of interest seriously and maintains a formal conflict-screening process before accepting any engagement. In connection with this proposal, the firm has conducted a conflicts check against the Mayor, members of the City Council, identified senior City staff, and known entities currently or recently doing business with the City of Ketchum.

Based on the information presently available, Elam & Burke is not aware of any current conflicts of interest that would prevent the firm from accepting an engagement to serve as legal counsel to the City of Ketchum.

However, certain potential conflicts of interest exist relative to matters involving both the City and the Ketchum Urban Renewal Agency, discussed further below. In addition, Elam & Burke represents various entities, businesses, and individuals who do business in and around the City. In the event a potential or actual conflict arises, the firm will proceed in accordance with the Idaho Rules of Professional Conduct.

Existing Ketchum-Related Representation — Disclosure

Elam & Burke currently represents the Ketchum Urban Renewal Agency, a separate body politic created under Idaho law. The Agency and the City of Ketchum are distinct legal entities, but they work closely together and are often parties to the same projects. We disclose this potential conflict in the interest of full transparency.

In practice, this existing relationship is an advantage to the City: our familiarity with the Agency's projects, the City's development trajectory, and Ketchum's institutional landscape allows us to be immediately effective on day one. To the extent any matter in the future could pose a conflict between the City and the Agency, Elam & Burke will follow Idaho Rule of Professional Conduct 1.7 — disclosing the conflict promptly and seeking informed written consent where allowable. In the event of a non-waivable conflict of interest, or if consent is withheld for any reason, the City and/or the Agency would need to obtain conflict counsel.

Ongoing Conflict Management

If selected, Elam & Burke will treat the City of Ketchum as a firm-wide client for conflict-checking purposes, meaning that future engagements proposed to any attorney at the firm will be screened against the City's interests before acceptance. Should a future matter present an actual or potential conflict, we will promptly disclose it to the City and proceed only in accordance with the Idaho Rules of Professional Conduct.

05 — INSURANCE REQUIREMENTS

Elam & Burke, P.A. maintains professional liability (lawyers' malpractice) insurance in amounts that meet or exceed the requirements customarily imposed by Idaho municipal clients, as well as commercial general liability and other appropriate coverages.

A current Certificate of Liability Insurance is provided with this submission as a separate attachment. The Certificate identifies the firm's carriers, policy numbers, coverage limits, and effective dates. Should the City require the policy to be modified Elam & Burke will work with its broker to accommodate reasonable requests if feasible.

End of Response

Elam & Burke, P.A. | Attorneys at Law | Established 1928
251 E. Front Street, Suite 300, Boise, Idaho 83702 | (208) 343-5454 | www.elamburke.com



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

City Partnership with ARCH at 180 Leadville:

- I move to direct staff to work with ARCH to formalize an agreement authorizing waiver of Planning & Building and payment of Impact and Enterprise fees and contributions for fire protection improvements from the in-lieu housing fund in exchange for the City’s First Right of Refusal on one, 1-bedroom unit at 180 Leadville.

FAR Exceedance Alternative Proposal and Amendment for 140 W. 2nd Street:

- I move to direct staff to prepare and return to Council with an amended FAR Exceedance Agreement for 140 W. 2nd Street reflecting the applicant’s proposal to modify their community housing contribution.
- I move to direct staff to work with ARCH to formalize a deed restriction reflecting the agreed to terms that will be recorded on Unit 4A in the 180 Leadville Workforce Housing project.

Reasons for Recommendation:

City Financial Partnership with ARCH at 180 Leadville:

- Financial contributions and fee waivers will help ARCH achieve 11 units of housing specifically affordable for locals with incomes ranging from 80% - 140% AMI (Categories 4, 5 ,6).
- ARCH’s housing development is consistent with the City’s overall community housing goals.
- The City will receive First Right of Refusal to refer applicants from its own waitlist to one unit.

FAR Exceedance Alternative Proposal and Amendment for 140 W. 2nd Street:

- Applicant’s proposal supports development of a new, 872 sf, 2-bedroom deed-restricted rental for Categories 4 and 5. The unit square footage is greater than the applicant’s required community housing contribution, and a 2-bedroom unit creates diversity in the housing portfolio for larger household sizes.
- Collaboration with ARCH offers a pathway to future partnerships between the City and local affordable housing developers. Deed restriction would require ARCH to manage and perform compliance on the unit while prioritizing the City’s housing waitlist and protecting the City’s long-term interest in the property.

Policy Analysis and Background (non-consent items only):

Staff is bringing forward two items for discussion related to the ARCH development at 180 Leadville. While these two items are both related to housing at 180 Leadville, they are independent and the Council should consider them individually. Staff seeks direction from the Council on each of the items prior to finalizing formal agreements for approval.

Item 1: Discussion regarding City partnership with ARCH at 180 Leadville

Background

The Planning and Zoning Commission considered the ARCH Workforce Housing Design Review application (File No. P25-033), together with the associated Lot Consolidation Preliminary Plat application (File No. P25-039), during public hearings on November 25 and December 9, 2025. The Commission approved the Design Review application subject to conditions and adopted the Findings of Fact, Conclusions of Law, and Decision on January 20, 2026.

The approved project consists of consolidation of two parcels and construction of a ten-unit housing development (plus renovation of one existing historic home). As approved, the project includes three residential buildings, two carport structures, and ten new housing units, to be operated by ARCH, the applicant, in accordance with its mission as a non-profit housing developer and provider. Because the approved development has a floor area ratio of 0.78, which is below the maximum FAR permitted by right in the Community Core zoning district, no community housing contribution associated with an FAR exceedance was required. Currently, no units in the development are to be restricted with a deed restriction granting the City of Ketchum an interest in the operation of the units as “community housing.” However, ARCH will operate the housing units as “workforce housing,” targeted to households at 80 – 140% of Area Median Income (City Categories 4, 5 and 6), with a requirement to work at least 30 hours per week for a Blaine County based employer. Four of the 11 total units at the site are reserved for specific area non-profit employers with which ARCH has private agreements.

On June 15, 2026, the applicant submitted a complete Final Plat application for the approved lot consolidation, which is currently under City review. No building permit application has been submitted for the ARCH project.

In March 2026, the applicant inquired whether elimination of the second-story, 2-bedroom residential unit above the south carport could be approved administratively due to structural and engineering considerations that would trigger significant additional costs. Planning staff determined that the proposed reduction in building mass could be processed through Administrative Design Review, subject to submission of revised plans and updated architectural elevations. No Administrative Design Review application has been submitted to date.

Potential City and Ketchum Urban Renewal Agency Partnership

The City has had discussions with ARCH about supporting the project with financial contributions and fee waivers. Based on the latest available information, staff estimates that the project will have approximately \$109,500 in combined Planning & Building and Impact fees. Staff and ARCH have also discussed City financial contributions of \$50,000 to support enhanced fire protection measures at the development, including enhanced dry wall and water flow for sprinkler systems.

Fees / Costs	Approximate Amount	Source
Planning & Building	\$36,000	Waived
Impact + Enterprise	\$73,500	Paid from In-lieu Fund
Fire Protection + Safety	\$50,000	Paid from In-lieu Fund

Additionally, ARCH has submitted a request for financial support through Ketchum Urban Renewal Agency totaling \$233,933.50 for the public improvements and infrastructure generated by the development. This application will be reviewed at the next KURA meeting on July 13.

Staff met with ARCH to discuss what agreement could be made in exchange for this financial assistance from the City and KURA. ARCH is open to an agreement that would allow the City to have a “First Right of Refusal” to refer vetted applicants from the City’s community housing waitlist for income categories 4, 5 and 6 for one, 1-bedroom unit in the development.

• **Unit Prioritization**

- 1. At vacancy, City will have first opportunity to refer qualified applicants to ARCH.
 - ARCH will notify the City of upcoming unit availability as soon as ARCH is aware of opportunity.
 - City will have a minimum of 28 days from first notification to provide qualified applicants to ARCH.
 - ARCH may conduct its own vetting and selection of referred applicants.
- 2. If none of the City’s referred applicants move forward with a lease, ARCH will provide feedback to the City. After 28 days, ARCH may fill the unit from its own waitlist.

These terms would be captured in an agreement between the City and ARCH but would not be recorded through a formal deed restriction on the property. ARCH would operate the unit and conduct compliance in accordance with its own policies.

Next Steps

Staff requests Council approval to move forward with an agreement with ARCH to waive Planning and Building Fees and cover Impact Fees for the project at 180 Leadville. With initial approval, staff will work with ARCH to draft a formal agreement memorializing these terms and the City’s Right of First Refusal to refer qualified applicants.

Staff and ARCH will present to the KURA Board at its July 13 meeting.

Item 2: Alternative Proposal for FAR Exceedance Community Housing provision for 140 W. 2nd Street Background

The Planning and Zoning Commission approved the 140 West 2nd Street Mixed-Use Design Review application (File No. P24-092) on March 25, 2025, subject to conditions, and adopted the Findings of Fact, Conclusions of Law, and Decision on April 8, 2025. The approved mixed-use building has a Floor Area Ratio (FAR) of 1.89, which exceeds the maximum FAR permitted by right in the Community Core zoning district. As a condition of approval, the project was required to provide a community housing contribution associated with the approved FAR exceedance, consisting of either 751 square feet of community housing or payment of a \$450,600 in-lieu fee. The condition further required execution and recordation of a FAR Exceedance Agreement prior to issuance of a building permit.

On April 21, 2025, the City Council approved FAR Exceedance Agreement No. 25963, which memorialized the owner's obligation to satisfy the community housing contribution through payment of the \$450,600 in-lieu fee at the time of building permit application.

The applicant submitted a complete building permit application on June 13, 2025. Following discussions with Planning staff regarding the potential to satisfy the community housing obligation through acquisition and restriction of an existing unit, or other alternatives, rather than payment of the in-lieu fee, the applicant requested that the City allow issuance of the building permit while pursuing an amendment to the FAR Exceedance Agreement for an alternative community housing contribution.

To facilitate that process, the City and the owner entered into Performance Bond Agreement No. 25981 on October 14, 2025. The agreement authorized issuance of the building permit while establishing milestones for the owner to identify a potential residential unit, obtain a recommendation from the Housing Department, and request amendment of the FAR Exceedance Agreement within specified timeframes. The building permit was issued on October 15, 2025, and the project is currently under construction. The agreement provides the owner eight months from building permit issuance to identify a potential residential unit for acquisition and Housing Department review, and twelve months from building permit issuance to submit a request to amend the FAR Exceedance Agreement. If no amendment request is submitted within that timeframe, the owner is required to satisfy the original obligation by paying the community housing in-lieu fee.

Proposal Details

The owner approached Housing and Planning staff about partnering with ARCH on its approved rental housing development at 180 Leadville. Planning staff explained that ARCH had inquired eliminating the second-story residential unit (Unit 4A) due to costs. Staff offered that financial support to retain this specific unit in the project could be a compelling alternative proposal.

Unit 4A is an 872 sf, 2-bedroom unit, located above the carport on the second floor. The unit includes one covered parking space in a carport, a dishwasher and washer/dryer. Staff met with ARCH to discuss terms ARCH would accept in a City of Ketchum deed restriction on this unit.

ARCH and staff have conceptually agreed to the following terms as a framework for the deed restriction:

- **Deed Restriction**
 - Unit will be deed restricted, between ARCH and City of Ketchum, running with the land. Term of at least 65 years, renewing at any transfer of the property.
- **Operation / Policies**
 - ARCH may operate the unit under its policies and consistent with its mission. Key elements to be described in the restriction.
 - Units must be occupied full-time. No subletting is allowed.
 - Tenants must be qualified local households (30 hours per week at Blaine County business or meet qualifying exception)
- **Target Income**
 - Unit will be restricted to 80% - 120% AMI (City Income Categories 4 and 5) and will not be available for lease by specified employees/employers that ARCH has other agreements with.
- **Unit Prioritization**

- 1. City will have first opportunity to refer qualified applicants to ARCH.
 - ARCH will notify the City of upcoming unit availability as soon as ARCH is aware of opportunity.
 - City will have a minimum of 28 days from first notification to provide qualified applicants to ARCH.
 - ARCH may conduct its own vetting and selection of referred applicants.
- 2. If none of the City's referred applicants move forward with a lease, ARCH will provide feedback to the City. After 28 days, ARCH may fill unit from its own waitlist.
- **Compliance**
 - ARCH will conduct annual compliance on the unit and provide City with a certification of compliance. City may request further information and perform its own audit.
- **Fire/Destruction**
 - In the event of fire/destruction of project, excess insurance proceeds will be shared with the City based on the proportion of this unit to total units in the project.
- **Enforcement**
 - Deed restriction will grant the City right to enforce and pursue performance of the deed restriction's terms.
- **Foreclosure**
 - In event deed restriction cannot survive foreclosure, City will have right to cure or purchase the unit in the event of a default.
- **Change of Ownership**
 - If ARCH ceases to be the owner of the unit for any reason, City reserves the right to require that the unit be administered in compliance with the City's community housing policies.
 - City will have right to inspect the unit, meet with the owner and tenant separately, and otherwise ensure that the owner is operating the unit in compliance with the deed restriction and policies.
 - If new owner is adjudicated to be in default of its obligations under the deed restriction, City will have the right to enter the unit, take any actions reasonably necessary to cure the default, including reviewing and approving qualified tenants for occupancy of vacant unit.

Key priorities for staff for this to be a viable community housing unit are 1) use of the City's housing waitlist to refer qualified applicants, 2) protection of the City's interests in the event ARCH is no longer the owner, 3) financial compensation from insurance proceeds in the event the unit is destroyed, 4) ability to enforce the terms of the restriction. It is important to ARCH to have confidence that the unit will not sit vacant, and they requested the ability to fill the unit with applicants from their own waitlist if the City has not provided qualified candidates after a specific period. ARCH also requested the flexibility of allowing the income target to be 80 – 120% AMI (Categories 4 and 5), which is more restrictive than the range for the rest of the development (80 – 140% AMI).

Staff's framework for reviewing alternative proposals for the community housing requirement is to consider whether the proposal provides a housing outcome as good or better than what would be provided by the outright methods. Staff is supportive of the proposal with the deed restriction terms discussed with ARCH. Unit 4B is 121 square feet larger than the applicant's community housing requirement. Staff is also supportive of receiving a deed-restricted, new construction 2-bedroom unit that is approved for development and comes with a dedicated, covered parking space

	Standard Requirement	Alternative Proposal
Target Income Category	Category 4 or below	Categories 4 to 5 (80 – 120% AMI)
Square Footage	751 sf	872 sf
Parking	Not required for CH	1 covered space
Unit Size	Not specified	2 bedrooms
Deed Restriction	Yes	Yes
Housing Waitlist	City/BCHA	1. City/BCHA 2. ARCH

Finally, staff is supportive of collaborating with ARCH on a deed-restricted community housing unit, which can serve as a model for future partnership between the City and ARCH or other affordable and workforce housing providers.

Next Steps

With Council approval on the concept, staff will return with a draft amended FAR Exceedance Agreement. Staff will also work with ARCH to develop the deed restriction.

Sustainability Impact:

n/a

Financial Impact:

None OR Adequate funds exist in account:

Impact and Enterprise fees and contributions for enhanced fire protection costs for 180 Leadville would be paid from the Housing In-Lieu Fund. Planning and Building Fees would be waived.

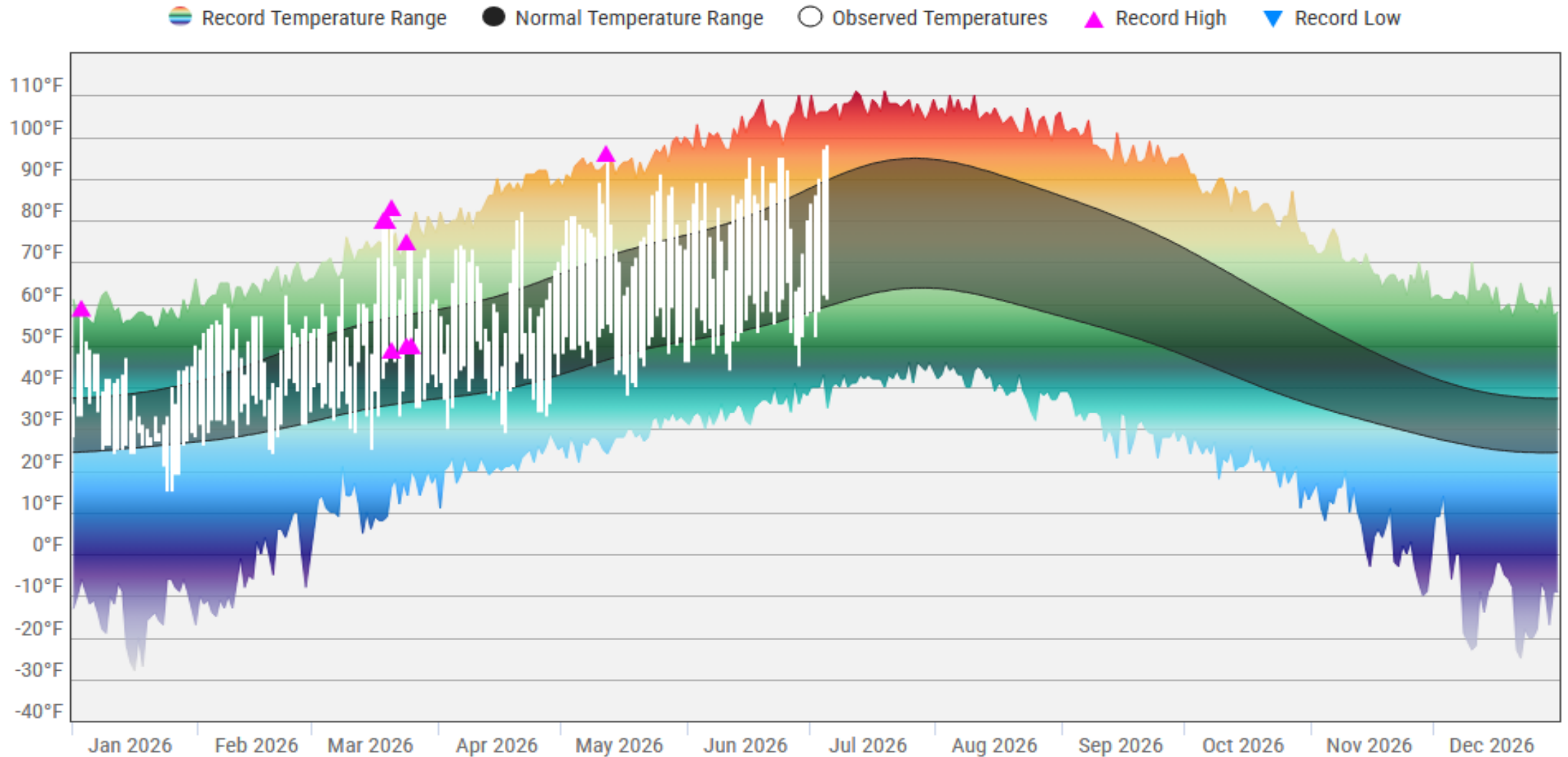
Attachments: None

2026 Wildland Fire Season



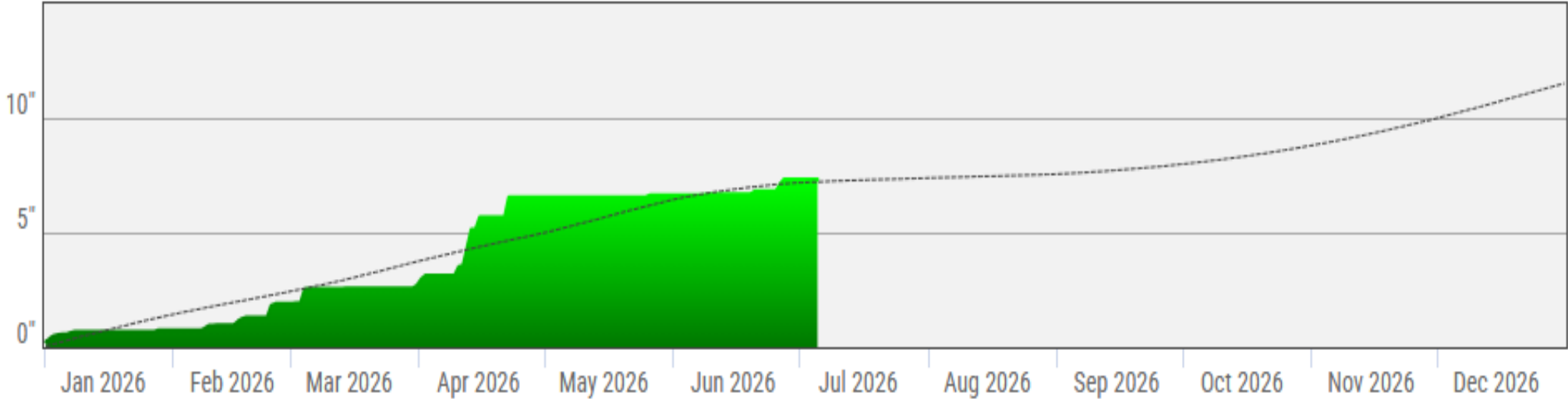
Calendar Year 2026 – Boise, ID

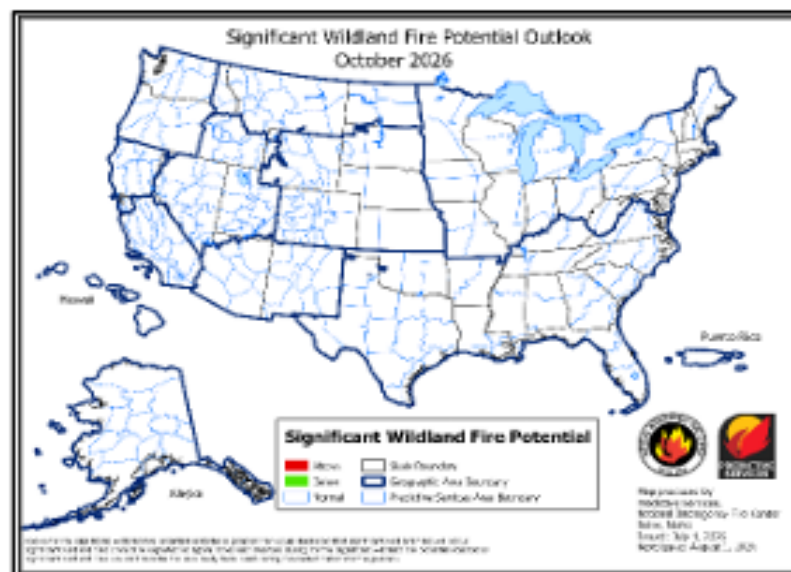
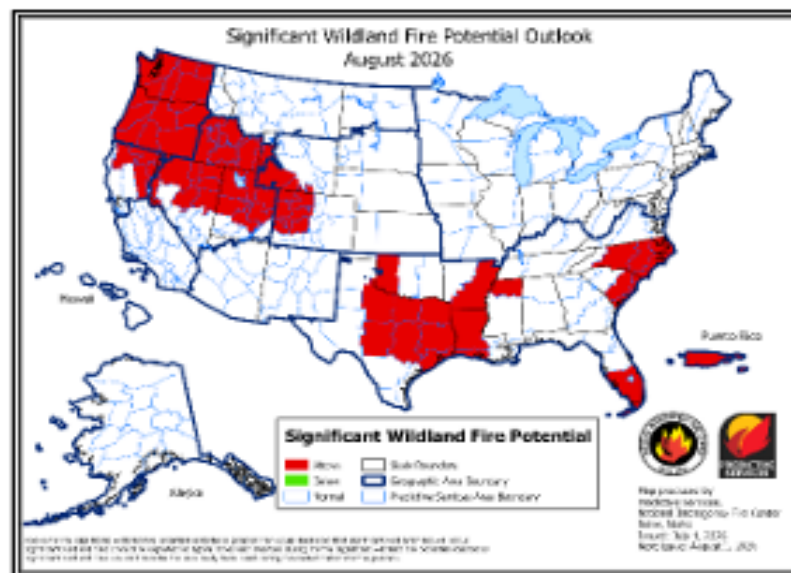
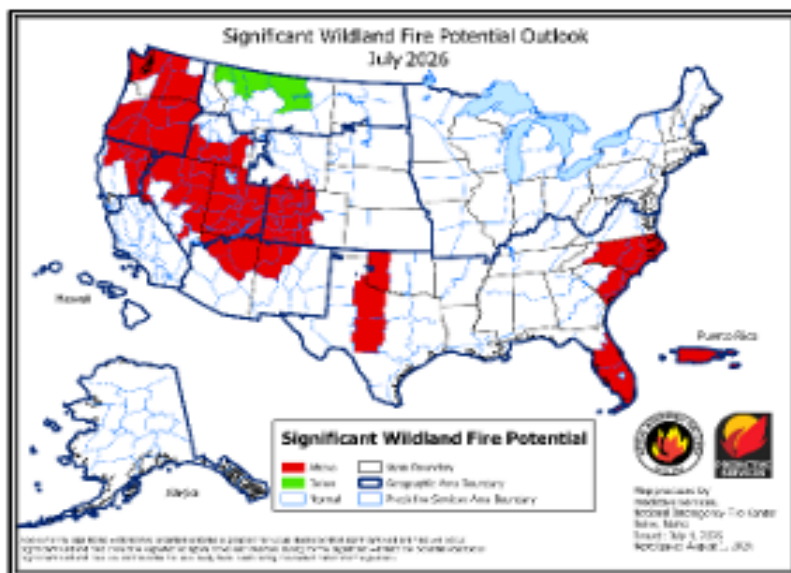
DAILY HIGHS AND LOWS



ACCUMULATED PRECIPITATION

● Observed Accumulation ---- Normal Accumulation







- **What is Defensible Space?**
- Defensible space refers to the area around a home or structure that is **modified to reduce fire hazard**. Its primary purpose is to:
 - Protect your residence from direct flames and radiant heat
 - Provide safe access for firefighters
 - Reduce the speed and intensity of an approaching wildfire
 - Experts typically recommend creating **zones** for defensible space based on distance from the structure.



Home Preparation Information

Local fire stations can provide handouts and recommendations.

The internet has a ton of information.

Download an app.
wildfirerediness.com, firesign.ai and
WUUII

Active Fire Information

Watch Duty app

Inciweb

egp.wildfire.gov/maps

Blaine County Sheriff and BCFR
web pages.

Ready-Set-Go

- **Ready, Set, Go! Notifications**
- ‘Ready, Set, Go!’ outlines the steps all citizens need to take in order to be prepared for and respond to an emergency.
- **READY: Notification**
- “Ready” means that you have prepared ahead of time for hazards that might threaten your home and community.
- **SET: Pre-Evacuation**
- “Set” means that you are alert to a significant threat in your area, that you are packed to leave and prepared to leave at a moment’s notice if you must evacuate. When evacuation orders are given, you may have very little time to get away to safety, so preparation is important.
- **GO: Immediate Evacuation**
- “Go” means go, — it is time to evacuate immediately. If you choose to stay at home, you may not leave your property, and you cannot depend on emergency personnel to help you.