CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING
Monday, July 06, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

In recognition of the Coronavirus (COVID-19), members of the public may observe the meeting live on the City’s website at ketchumidaho.org/meetings. If you would like to comment on an agenda item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

● CALL TO ORDER: By Mayor Neil Bradshaw
● ROLL CALL
● COMMUNICATIONS FROM MAYOR AND COUNCILORS
● CONSENT AGENDA: Note: (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
  1. Approval of Minutes: Special Meeting June 15, 2020
  2. Approval of Minutes: Special Meeting June 26, 2020
  3. Authorization and approval of the payroll register
  4. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of $429,913.90 as presented by the Treasurer.
  5. Recommendation to approve Annual Beer, Wine & Liquor Licenses - Director of Finance & Internal Services
  6. Recommendation to award contract 20488 to Atlas MTI for fire station testing and inspection services
  7. Recommendation to Amend Resolution 19-025 to change the Planning and Zoning Commission meeting time and day.
  8. ACTION ITEM: Recommendation to approve Encroachment Agreement 20482 for 711 Washington and Agreement 20485 for 811 Warm Springs with Century Link Communications.
  9. ACTION ITEM: Recommendation to approve Encroachment Agreement 20481 for 120 2nd Ave and 20484 for 811 Warm Springs Rd. with Cox Communications.
● NEW BUSINESS (no public comment required)
  10. Discussion regarding policing protocol - Mayor Neil Bradshaw
  11. ACTION ITEM: Recommendation to adopt Resolution 20-016 or Public Health Emergency Order 20-03 enacting face protective measures
  12. ACTION ITEM: Consideration and approval of park reservations and special events –Special Events Manager Julian Tyo
  13. ACTION ITEM: Consideration and direction to staff concerning Electric Vehicle Charger Operations - Mayor, Neil Bradshaw
● EXECUTIVE SESSION
  14. Discussion pursuant to 74-206 (1) (a)
  15. ACTION ITEM: Consideration and potential approval of Employment Agreement
● ADJOURNMENT
Due to the On-going COVID-19 Pandemic, Ketchum City Council meetings will be conducted remotely. Members of the public who would like to observe the meeting may access the meeting at ketchumidaho.org/meetings. If you want to provide input to the City Council about an agenda item, comments can be submitted at participate@ketchumidaho.org by noon the day of the meeting. If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

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

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

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

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Thank you for your participation.

We look forward to hearing from you.
Minutes

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If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item.

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

Dial-in: +1 253 215 8782
Meeting ID: 979 0889 0671

- CALL TO ORDER: By Mayor Neil Bradshaw
  Mayor Neil Bradshaw called the meeting to order at 4:00 pm.

- ROLL CALL
  PRESENT
  Mayor Neil Bradshaw
  Council President Amanda Breen
  Councilor Michael David
  Councilor Courtney Hamilton
  Councilor Jim Slanetz

  STAFF PRESENT
  City Administrator Suzanne Frick
  Director of Finance & Internal Services Grant Gager
  City Attorney Matt Johnson – by Audio Conference
  Assistant City Administrator – Lisa Enourato
  Events Manger – Julian Tyo

- COMMUNICATIONS FROM MAYOR AND COUNCILORS
  Councilor Michael David gave kudos to staff on the 4th St. closure. He has heard a lot of good feedback and this will be a great experiment for the summer and giving the street back to the people.

  Council President Amanda Breen talked about problems in the Country regarding race and policing. She talked about the demonstrations saying, this provides a great opportunity to discuss issues and concerns publicly and get more information from police. She would like to get this on a future agenda. She would like to engage with the police force and the community to ensure public safety is there for all of us.
Councilor Jim Slanetz agrees with Council President Amanda Breen and read his statement aloud. He talked about our community being different from other cities. He would like to be sure our police force is being trained properly. He talked about minority’s and making them feel safe. We need to do whatever we can, even if we need to restructure the police department from the ground up.

Councilor Courtney Hamilton echoes Council President Amanda Breen’s thoughts and looks forward to future conversations regarding policing, stating that this is an opportunity for government and community. She participated in the Association of Idaho Cities Conference digitally. There were a lot in interesting sessions. It was interesting to see how other communities have dealt with COVID 19. She patted Ketchum on the back for keeping the numbers low.

Mayor Neil Bradshaw thanked staff for 4th Street. He asked the community to stay vigilant regarding the virus and talked about personal responsibility. Mayor Bradshaw talked about the policing comments saying this is an important time for our community and nation for best practices. A presentation from the Police will be placed on a future agenda.

● CONSENT AGENDA: Note: (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

Councilor Courtney Hamilton pulled Consent Items 1 & 3.

1. Approval of Minutes: Special Meeting June 1, 2020

Council Courtney Hamilton asked for corrections to the minutes to show her stating that she wanted 4th street closed from Leadville to the Alley. Councilor Jim Slanetz corrected the word to saying it should be spelled too.

Motion to approve the minutes.

Motion made by Council President Breen, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

2. Authorization and approval of the payroll register
3. Authorization and approval of the disbursement of funds from the City’s treasury for the payment of bills in the total sum of $613,564.98 as presented by the Treasurer.

Councilor Courtney Hamilton questioned the charge of the conference she attended. Director of Finance & Internal Services Grant Gager advised that the credit will be shown on the next statement.

Motion to approve bills.

Motion made by Councilor Hamilton, Seconded by Councilor Slanetz
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

4. Monthly Financial State of the City - Director of Finance & Internal Services Grant Gager
5. Recommendation to approve Annual Beer, Wine & Liquor Licenses - Director of Finance & Internal Services
6. Recommendation to approve Resolution 20-015 relating to Surplus Property - Director of Finance and Internal Services Grant Gager

7. Recommendation to approve Contract 20480 with Rudy Broschofsky for Art on Fourth Artist Loan Agreement - Assistant City Administrator Lisa Enourato

8. Recommendation to approve Contract 20479 with Laurel MacDonald for sidewalk art designs – Assistant City Administrator Lisa Enourato

Motion to approve items 2, 4, 5, 6, 7 and 8.

Motion made by Councilor Hamilton, Seconded by Council President Breen.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

● NEW BUSINESS (no public comment required)

9. ACTION ITEM: Consideration and approval of park reservations and special events scheduled through Labor Day Weekend – Special Events Manager Julian Tyo

Mayor Neil Bradshaw talked about the events that are being considered for approval. All events have submitted a COVID 19 plan and have met approval of staff. Councilor Michael David wanted to clarify that if COVID 19 was to spike, these events can be canceled? Events Manager Julian Tyo confirmed that all applicants have been informed and have signed a statement explaining that we can cancel, and there would be no liability to the City.

Motion to approve the Special Events License Application submitted for the Sun Valley Wellness Festival.

Motion made by Councilor Slanetz, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Motion to approve the Park Reservation Application submitted for the Riggle/Madigan Wedding.

Motion made by Councilor Slanetz, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Motion to approve the Park Reservation Application submitted for the Luby/Johnson Wedding

Motion made by Councilor Slanetz, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Motion to approve the Park Reservation Application submitted for the Gann/Strand Wedding.

Motion made by Councilor Slanetz, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

10. ACTION ITEM: Discussion and direction to staff on options to allow scooters in the Skate Park - Special Events Manager Julian Tyo

Mayor Neil Bradshaw asked Councilor Jim Slanetz for his perspective. Jim Slanetz advised that he is mixed on this but believes we can find a balance. He explained the history of the skate park under Mayor Guy Coles saying there was mixed private and public funding. He talked about the history of the park in Ketchum and
about parental involvement and code of ethics. Having the skaters and scooters take ownership of the park would be helpful.

Council President Amanda Breen appreciates the history Councilor Jim Slanetz has given. She talked about the increase of the use of scooters. Times do change and we need to recognize the history. She is a proponent of more public access, not less. She also talked about the signage being old and the need for it to be updated and clarified. She leans towards allowing the scooter usage with specific times, with more clear signage.

Councilor Michael David appreciates both Jim Slanetz and Amanda Breen’s comments as well as Andy Gilberts. He questions if they need more input before making any decisions. He asked Jim Slanetz if there is more damage done by a scooter than a skateboard? Jim Slanetz said, minimally more. Michael David talked about his conversation with a 12-year-old who talked about different abilities and skill levels. He would like more input from the people using the park. He leans towards some type of compromise and does not feel qualified to decide today.

Councilor Courtney Hamilton said she does not know much about this topic, however after reading letters and understanding more, she likes the idea of opening the park to others who want to participate but do not have the skills to use a skateboard. The legacy of the skatepark is important and agrees with better signage and the history of the park posted as well. She is leaning toward allowing designated times for skateboarders and well as scooters.

Mayor Neil Bradshaw likes the idea of times and signage and the history of the park posted. He would like to continue the dialogue with the community stating this needs to be driven from within. Sometimes sports do not mix. Making time for both sports is important so we can share the same playing ground. He asked council if it should be skateboarding only, or set times for each, or allow both at the same time?

Council President Amanda Breen likes Councilor Michael David’s comments and would like more public comment on this prior to deciding. A solution to accommodate both users would be ideal. Councilor Courtney Hamilton agrees with this idea and would like more demographics. Councilor Jim Slanetz is unsure of the best times for both groups. Mayor Neil Bradshaw suggested council continue talking to the community on this topic and then bring this back for further discussion. Councilor Courtney Hamilton suggested a town hall dot survey at the skate park. Mayor Neil Bradshaw will think about this and possibly have an open house.

11. ACTION ITEM: Discussion and Direction to staff on the use of public parks for commercial activity - Special Events Coordinator Julian Tyo

Mayor Neil Bradshaw is looking for direction. We typically do not allow commercial activities on public land but would like council to consider allowing this for a limited time for social distancing. There would be an application and a fee.

Councilor Courtney Hamilton asked how this is different from a soccer league. Councilor Jim Slanetz explained this is for profit, soccer teams are not. Mayor Bradshaw talked about the written public comment they have received and the suggestions that have been submitted. Liability issues were discussed. This could be done on a trial basis thru a certain date. Mayor Neil Bradshaw is in favor and is looking for council’s comments. Councilor Jim Slanetz is in favor of a fee structure. Mayor Neil Bradshaw explained this is for every park except Atkinson’s Park. This is primarily a COVID thing to support businesses and giving them the
ability to spread out. He compared it to what we are doing for restaurants with an application and a fee. The Council deliberated over rules. Council President Amanda Breen is in favor regardless of COVID. She talked about how it is handled in London and about time limits and times of day. This will be brought back to Council at a later date for further discussion.

12. ACTION ITEM: Recommendation to approve Agreement 20477 with CSHQA for new city hall architectural services - Mayor Neil Bradshaw

Mayor Neil Bradshaw talked about where we are in the process of occupying the new City Hall located at 191 5th Street. He talked about coming back to council with options after we get some information from architects and asked council for their approval of the enclosed contract for services with CSHQA.

Councilor Courtney Hamilton asked if this was a competitive process? Director of Finance & Internal Services, Grant Gager explained that 6 responses were received and 5 were responsive. Mayor Neil Bradshaw advised that all leases would terminate at the end of this year. We will have access to the entire building in January of 2021 to begin the remodel. Mayor advised that a budget will be discussed soon.

Motion to approve agreement #20477 with SCHQA for architectural services for the new city hall.

Motion made by Council President Breen, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

13. Discussion regarding In-Lieu Fees - Mayor Neil Bradshaw

Mayor Neil Bradshaw asked if Council would consider eliminating in-lieu-fees, not changing in-lieu-fees or look at a hybrid where we still allow somebody to make the payment but increase the fees?

Councilor Courtney Hamilton talked about the density that is coming to Ketchum neighborhoods. Courtney Hamilton stated that the fees are not working right now since we have not built anything. She is very concerned about the housing in Ketchum considering COVID.

Councilor Jim Slanetz talked about the other side of the coin. He would like to see the fund grow. He likes the idea of in-lieu-fees to get the funds to jump start the system. He understands we have not been effective but stated that when he came on council there was zero in the fund. Mayor Neil Bradshaw says the funding is getting to the point where we can do something.

Councilor Michael David said since the fees were created, they have not been increased. He agrees with Jim Slanetz on this and talked about what the goal of these fees are. He said we have not been good over the years at looking at that in-lieu number on a regular basis to be sure were getting enough money. We need to be sure that number is right.

Council President Amanda Breen agrees we need to look at the number.

Councilor Courtney Hamilton said we have not been able to do anything and would like to have a plan. Councilor Michael David talked about the city needing to be more aggressive and resilient to creating housing. We need to leverage the $2M dollars and the property the city owns, and we need to get aggressive.
Councilor Jim Slanetz talked about the success of the KETCH building. He stated that we have not done well with the funding but must be responsible and use the money and use it effectively.

Mayor Neil Bradshaw believes we are going to have exciting things happen regarding affordable housing over the next couple of years. He is glad to hear that this has remained a priority for the council. He believes we can do more with codes and zoning. Mayor Neil Bradshaw would like to keep the policy but look at the number. He would like to direct staff and have a new number proposed to the council for decision later. Councilor Courtney Hamilton agrees but talked about her frustration.

Councilor Michael David talked about his history with the Blaine County Housing Authority in determining the fee. Councilor Courtney Hamilton talked about the character of Ketchum and questioned how much we want in incentivize development? Mayor Neil Bradshaw talked about giving Planning and Zoning more guidance in our codes if Council is not pleased. Density levels were discussed as well as the pros and cons of higher and lower density. Council President Amanda Breen said that there are two discussions that need to be had. One being appropriate fees and the second being policy changes they would like to see.

- PUBLIC HEARING

14. ACTION ITEM: Recommendation to approve lot line shift and relocation of the public easement at 233 Parkway Drive—City Administrator Suzanne Frick

Mayor Neil Bradshaw opened the meeting for public comment.

Mike Marlow, owner of Smiles Subdivision Property, talked about the history of the land. He complimented City Administrator Suzanne Frick for her ability to assist in keeping tempers down with the neighbors. He talked about the 10' easement that should not be there anymore and about the line being pushed further out. The public is uncomfortable walking thru the property. He suggested putting the line on the other side of the rip-rap and that will eliminate the private property issues.

Mayor Neil Bradshaw asked the council if they have any questions. He believes this is a great solution. Councilor Courtney Hamilton asked for clarification. City Administrator Suzanne Frick explained that on the parcel map there is a study showing the red line on the upside of the easement. Mike Marlow is asking it to be on the downside of the rip-rap. Council President Amanda Breen questioned if staff was in support and Suzanne Frick confirmed that they are.

Council asked for the history of the scenic easement. City Administrator Suzanne Frick explained that the 25' easement is there for a visual easement. Nobody can build in it. The easement continues to the north in the Parkside subdivision. Suzanne Frick explained that the easement was platted in the 70's and the river has changed substantially. The public access still exists. Mike Marlow questions where the easement is now. Suzanne Frick explained that it is almost in the river now.

Motion to approve the Parkway Drive Easement Relocation Lot Line Shift Application.

*Motion made by Council President Breen, Seconded by Councilor David.*

*Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz*

15. ACTION ITEM: Recommendation to approve the Leone/Goldman lot line shift preliminary plat and waiver requests for 425 N. Bigwood Drive—City Administrator Suzanne Frick
Mayor Neil Bradshaw asked for public comment. There was none. Mayor Neil Bradshaw advised that the applicant is on the phone if there are any questions.

City Administrator Suzanne Frick summarized the project explaining that this is a request for a Lot Line Shift. The property owner would like to do an addition but in order to do so, there are set back requirements. They will need to shift the Lot. Both property owners have agreed. A portion of the area will be in the slope and will not be seen. The Planning & Zoning Commission has had a hearing and have approved the project.

Councilor Courtney Hamilton requested the reason for the requirement. City Administrator Suzanne Frick explained that it’s there so that there are not large developments in the slope. Councilor Amanda Breen questioned why it was zoned short term occupancy. Suzanne Frick explained that it is part of the Big Wood Subdivision Annexation and Development Agreement.

Motion to approve the Leone/Goldman Lot Line Shift application, including the waiver request to amend the building envelope for 425 N. Bigwood to encroach into a small, isolated area exceeding 25% slope.

Motion made by Councilor Hamilton, Seconded by Councilor David.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

16. EXECUTIVE SESSION: Discussion Pursuant to 74-206 (1) (a)

Motion to go into Executive session at 5:42 pm.

Motion made by Council President Breen, Seconded by Councilor Slanetz.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Motion to come out of Executive Session at 6:20 pm.

Motion made by Council President Breen, Seconded by Councilor Slanetz.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

17. ADJOURNMENT

Motion to adjourn at 6:20 pm.

Motion made by Council President Breen, Seconded by Councilor Slanetz.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

_______________________________________
Neil Bradshaw, Mayor

__________________________________
Robin Crotty, City Clerk
CITY OF KETCHUM, IDAHO SPECIAL CITY COUNCIL MEETING
Friday, June 26, 2020, 1:00 PM
480 East Avenue, North, Ketchum, Idaho

Minutes

To ensure physical distancing, public attendance at Council meetings is limited. Members of the public may observe the Council meeting live on the City’s website at ketchumidaho.org/meetings or watch the meeting outside the Council Chambers.

If you would like to comment on an agenda item, please submit your comment to participate@ketchumidaho.org by 10:00 am the day of the meeting. Comments will be provided to the City Council.

● CALL TO ORDER: By Mayor Neil Bradshaw
   Mayor Neil Bradshaw called this special meeting to order at 1:00 pm.

● ROLL CALL

   PRESENT
   Mayor Neil Bradshaw
   Council President Amanda Breen – Present by Video Conference
   Councilor Michael David – Present by Video Conference
   Councilor Courtney Hamilton – Present by Video Conference
   Councilor Jim Slanetz – Present by Video Conference

   ALSO PRESENT
   City Administrator Suzanne Frick
   Director of Finance & Internal Services Grant Gager
   Fire Chief Bill McLaughlin
   City Attorney Matt Johnson – Present by Video Conference

● COMMUNICATIONS FROM MAYOR AND COUNCILORS

   Councilor Michael David commented that town is packed. With Boise numbers up, we need to make decisions soon on how we will move forward. He loves the fact that people are in town and businesses are doing well, but we need to keep in mind that there is a virus out there and things could get reignited.

   Councilor Courtney Hamilton echoes Councilor Michael David’s comments.

   Mayor Neil Bradshaw wants the public to know that they are welcome. We need to continuously monitor and think about ways to keep our town safe. Mayor Bradshaw talked about calling a special meeting to discuss mask awareness. If it is done on a county wide basis and all the cities endorse this, it may help get the message out and help raise awareness. He encouraged safeness, kindness, and empathy in our town.

   Council President Amanda Breen requested options be put before council regarding the possible resolution.
NEW BUSINESS (no public comment required)

1. ACTION ITEM: Recommendation to approve Amendment #1 to Contract 20454 awarding general contractor services for the new Fire Station and discussion about the AECOM traffic study.

Mayor Neil Bradshaw introduced Amendment #1 to Contract 20454 stating it has been a long journey. He pointed out that this is a significant step in this process and outlined the contents of the contract before them. He advised that the project is within budget, including contingency, and outlined the timeline establishing September of 2021 be the move in date. Mayor Bradshaw clarified that we pushed back this meeting from 3 days ago to assist in reduction of contract costs. Local Subs makeup 40% of the contracts. A traffic study is included in the packet. A parking agreement is in place with the YMCA and we intend to honor that. Mayor Neil Bradshaw introduced Fire Chief Bill McLaughlin and Project Manager Dennis Potts who are here to answer questions.

Fire Chief Bill McLaughlin thanked all who helped support the bond measure to get us to this point, stating this is a very exciting time. The building will be meeting the current needs as well as the needs of the fire department for many years to come. It is a well-designed facility and is very much State of the Art. He outlined the aspects of the facility that will benefit the department and explained the Traffic Study that was included in the packet.

Dennis Potts is very pleased that during this time of COVID 19, we were able to keep the project on schedule and the pricing in-line. He complimented CORE Construction for their participation with local contractors as well as all contractors. He talked about what CORE Construction is currently working on and about construction dust and noise and how the public will be able to reach them with any questions and or concerns.

Councilor Jim Slanetz complimented the plan, however, questioned if the traffic study covered firefighters coming and going? He felt there were some questions that were not answered and suggested looking at the traffic study again. Fire Chief Bill McLaughlin talked about the Boise Station that this station was modeled after. He talked about the view the Fire trucks will have when pulling out of the station, stating that it is a big improvement from what we currently have. It is also very safe for our safety apparatus. He talked about the traffic heading out on Saddle Road and how they will be worked into the operational plan. The response by the volunteers to the station was discussed as well as the policy the City has in place, that does not allow volunteers to speed to respond to a call in their personal vehicles. Those policy’s will be strictly enforced. Most volunteers responding to a call are coming into staff the station, the truck has already been staffed. Operational aspects and warning signs on the station have all been addressed.

Council President Amanda Breen advised that Fire Chief Bill McLaughlin’s explanation has clarified her questions and she thanked him for that. She talked about the competitive bids and was grateful for the local contracts.

Councilor Michael David said the building looks good and the numbers are where they should be. He talked about the traffic study and the 20 mile an hour speed limit in that area as well as the low traffic counts at certain times of the day. He worries about the volunteer’s adrenaline and drivers of vehicles when you hear a siren and trying to pull off the road at the bicycle intersection at Warm Springs and Saddle Rd. He thinks the intersection is already dangerous. Michael David would like to come up with better solutions than what the traffic study had come up with stating we want to take every step to make that a safe spot.
Councilor Courtney Hamilton is also excited about the local contractors being awarded many of contracts. She was underwhelmed by the traffic study saying that the current conditions are an issue. She agrees with Councilor Michael David that we need to continue looking at this intersection but would like to move forward with the project. She appreciates Fire Chief Bill McLaughlin’s comments. Overall, the project looks good. She looks forward to more resolution regarding traffic.

**Motion to approve Amendment #1 to Contract 20454 with Core / Headwaters LLC for fire station general contractor services in a guaranteed maximum price not to exceed $9,320,940, subject to approval by the city Attorney.**

*Motion made by Councilor Hamilton, Seconded by Council President Breen.*

*Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz*

Mayor Neil Bradshaw thanked Council, Staff, Consultants, DPPM, Core and Cole Architects and thanked Chief Bill McLaughlin for all his efforts. He thanked Director of Finance & Internal Services Grant Gager for his efforts with the finances and thanked City Administrator Suzanne Frick for shepherding them thru this effort.

Mayor Neil Bradshaw advised that we must stay vigilant in raising awareness. We need to help educate people as they come to our town and encourage everyone to wear a mask.

- **ADJOURNMENT**

**Motion to adjourn at 1:37pm**

*Motion made by Councilor Hamilton, Seconded by Council President Breen.*

*Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz*

__________________________________
Neil Bradshaw, Mayor

__________________________________
Robin Crotty, City Clerk
Report Criteria:
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
- [Report]: GL Account Number = "0110000000" - "9648008200", "9910000000" - "9911810000"
- Invoice Detail: Voided = No, Yes

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Total NON-DEPARTMENTAL: 8,938.98

**FACILITY MAINTENANCE**

**01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)**

- NBS-NATIONAL BENEFIT SERVI 759252 FSA/HRA June 2020 26.05
- NBS-NATIONAL BENEFIT SERVI CP256783 HRA Vision 264.20
- STARLEY-LEAVITT INS. AGENCY 639753 639753 062620 27.00

**01-4194-3200 OPERATING SUPPLIES**

- CHATEAU DRUG CENTER 2229141 Scrub Sponge 6.64
- CHATEAU DRUG CENTER 2232139 Masks 4.99
- CHATEAU DRUG CENTER 2234570 Face Masks and Bleach 36.08
- GEM STATE PAPER & SUPPLY 1025973-01 Gloves 68.08
- GEM STATE PAPER & SUPPLY 1025973-02 Gloves 24.86

**01-4194-3500 MOTOR FUELS & LUBRICANTS**

- RIVER RUN AUTO PARTS 6538-154212 Motor Oil 59.40
- UNITED OIL 941602 38950 061520 296.18
- UNITED OIL 942803 38950 063020 401.69

**01-4194-4200 PROFESSIONAL SERVICES**

- BECK, ROB LLC 6367 Rotary Park Tree Services 1,000.00
- BECK, ROB LLC 6368 Chipped Pine Tree Limbs 150.00
- IRISH ELECTRIC 41220 FSP Electric Service 234.00

**01-4194-4210 PROFESSIONAL SERVC-CITY TREES**

- ARBOR CARE CMB369-4 City Hall Tree Care 225.00
- ARBOR CARE CMB370-4 Little Park Tree Care 15.00
- ARBOR CARE CMB371-4 OWM Tree Care 15.00
- ARBOR CARE CMB372-4 Rotary Park Tree Care 315.00
- ARBOR CARE CMB373-4 Atkinson Park Tree Care 230.00
- ARBOR CARE CMB374-4 Forest Service Park Tree Care 990.00
- ARBOR CARE CMB375-4 Guy Coles Skate Park Tree Care 30.00
- ARBOR CARE CMB380-4 Lucy Loken Park Tree Care 40.00
- ARBOR CARE CMB382-4 Town Square Tree Care 395.00
- ARBOR CARE CMB385-4 New City Hall Tree Care 170.00
- ARBOR CARE CMB386-3 City Corridor Tree Care 250.00

**01-4194-4220 PROF SERV-CITY BEAUTIFICATION**

- MOSS GARDEN CENTER 179440 Flowers 95.13

**01-4194-5200 UTILITIES**

- CITY OF KETCHUM 063020 1127 - June 13.21
- CITY OF KETCHUM 063020 9996 - June 48.77
- CITY OF KETCHUM 063020 456 - June 2,002.80
- CITY OF KETCHUM 063020 1245 - June 35.55
- CITY OF KETCHUM 063020 536 - June 144.18
- CITY OF KETCHUM 063020 532 - June 379.43
- CITY OF KETCHUM 063020 9991 - June 107.57
- CITY OF KETCHUM 063020 9995 - June 320.10
- CITY OF KETCHUM 063020 560 - June 109.82
- CLEAR CREEK DISPOSAL 0001322035 960 062520 154.32
- CLEAR CREEK DISPOSAL 0001322036 960 062520 332.83
- CLEAR CREEK DISPOSAL 0001322039 960 062520 148.50
- CLEAR CREEK DISPOSAL 0001325393 56339 062520 137.00
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IDAHO POWER | 2203313446 06 | 062203313446 060820 | 5.29
IDAHO POWER | 2203538992 06 | 062203538992 061820 | 82.61
INTERMOUNTAIN GAS | 65669030002 0 | 06669030002 062420 | 9.79

#### 01-4194-5300 CUSTODIAL & CLEANING SERVICES
- WESTERN BUILDING MAINTEN | 0125452-IN | Monthly Janitorial Services | 4,798.12
- WESTERN BUILDING MAINTEN | 0125452-IN | Disinfectant Wipes | 332.39

#### 01-4194-6100 REPAIR & MAINT–MACHINERY & EQ
- BARRY EQUIPMENT RENTAL IN | 507096 | Hydraulic Leak Repair | 569.30
- RIVER RUN AUTO PARTS | 6538-153893 | Wire Terminal and Connector | 6.98
- SAWTOOTH WOOD PRODUCTS | 0000119943 | Throttle Cable | 75.63
- SAWTOOTH WOOD PRODUCTS | 0000119944 | Blades and Bolts | 128.39

#### 01-4194-6950 MAINTENANCE
- A.C. HOUSTON LUMBER CO. | 2006-640654 | Utility Pump | 77.39
- A.C. HOUSTON LUMBER CO. | 2006-644177 | Big Chair Repairs | 15.18
- CHATEAU DRUG CENTER | 2219484 | Supplies | 23.74
- CHATEAU DRUG CENTER | 2224684 | Locks | 24.67
- CHATEAU DRUG CENTER | 2228264 | Supplies | 41.78
- CHATEAU DRUG CENTER | 2234799 | Face Masks | 28.49
- MOSS GARDEN CENTER | 179130 | Flowers | 95.98
- MOSS GARDEN CENTER | 179141 | Bedding Plants | 47.98
- MOSS GARDEN CENTER | 179443 | Bark and Soil | 30.37
- MOSS GARDEN CENTER | 180312 | Frost Cloth | 342.25
- PIPECO, INC. | S3764458.001 | PVC Plug | .81
- PIPECO, INC. | S3776177.001 | Supplies | 138.36
- PIPECO, INC. | S3782293.001 | Water and Clamps | 88.67
- PIPECO, INC. | S3785199.001 | Hose Repair | 5.18
- PIPECO, INC. | S3786453.001 | Water and Parts | 8.51
- PIPECO, INC. | S3787136.001 | PVC Pipe | 3.00
- PIPECO, INC. | S3790095.001 | Falcon Rotor | 67.70
- PIPECO, INC. | S3791787.001 | Rotate and Repairbird | 15.21
- PIPECO, INC. | S3792189.001 | Falcon Rotor | 67.70
- PIPECO, INC. | S3792547.001 | Coupling Expansions | 74.75
- PIPECO, INC. | S3793359.001 | PVC Coupling | 13.09
- WILBUR-ELLIS COMPANY LLC | 11473383 | Fertilizer | 1,044.00

Total FACILITY MAINTENANCE: 16,969.79

### POLICE

#### 01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)
- NBS-NATIONAL BENEFIT SERV | 759252 | FSA/HRA June 2020 | 6.45

#### 01-4210-3200 OPERATING SUPPLIES
- DAVIS EMBROIDERY INC. | 35735 | Masks and Gaiters | 25.00
- PARTEK SOLUTIONS | 24593 | Ticket Paper | 399.64

#### 01-4210-3620 PARKING OPS EQUIPMENT FEES
- VERIZON WIRELESS | 965494438 061 | 965494438 061020 | 47.13
- VERIZON WIRELESS | 965494438 061 | 965494438 061020 | 43.01
- VERIZON WIRELESS | 965494438 061 | 965494438 061020 | 42.76
- CALE AMERICA, INC. | 159593 | May Active Meters | 165.00
- OMNI PARK | 121717 | Omni Park Subscription | 437.00
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**FIRE & RESCUE**

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**Total RECREATION:**

3,098.94

**Total GENERAL FUND:**

231,653.99

**GENERAL CAPITAL IMPROVEMENT FD**

**GENERAL CIP EXPENDITURES**

**03-4193-7190 SIDEWALK/LIGHTING**

ALLEN CONSTRUCTION, INC. 20334 5 20334 5 Sidewalk Infill 7,049.26
ALLEN CONSTRUCTION, INC. 20334 RETAINAGE 20334 RETAINAGE 11,581.38

**03-4193-7400 COMPUTER/COPYER LEASING**

DELL FINANCIAL SERVICES 80465490 Lease Services 236.56
DELL FINANCIAL SERVICES 80470099 contract for computers 1,465.97

**03-4193-7607 SIDEWALK/STREET REPAIRS**

D. CO. CONCRETE 20235 RETEN 20235 RETENTION 2,842.17

**Total GENERAL CIP EXPENDITURES:**

23,175.34

**Total GENERAL CAPITAL IMPROVEMENT FD:**

23,175.34

**ORIGINAL LOT FUND**

**ORIGINAL LOT TAX**

**22-4910-6040 SUN VALLEY MARKETING ALLIANCE**

VISIT SUN VALLEY 59 Monthly Payment per contract 33,333.33
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Total WATER EXPENDITURES: 12,582.69

Total WATER FUND: 12,582.69

**WATER CAPITAL IMPROVEMENT FUND**

**WATER CIP EXPENDITURES**

| **WATER METERS**            |                |                                               |                   |
| FERGUSON ENTERPRISES, LLC   | 0748795        | Cable 6' Wire                                | 623.36            |
| FERGUSON ENTERPRISES, LLC   | 0748801        | Meters                                       | 2,850.26          |

| **CONSTRUCTION**            |                |                                               |                   |
| D & L SUPPLY                | 0000102122     | Water Dept Construction Supplies             | 1,611.00          |
| LUNCEFORD EXCAVATION, INC.  | 11081          | Asphalt Mixes                               | 839.03            |

**KETCHUM SPRING WA CONVERSION**

| LUNCEFORD EXCAVATION, INC.  | 11083          | 560 East Ave Leak Repair                     | 1,017.50          |
| S & C ASSOCIATES LLC        | 1655-1686      | 19-1072                                      | 1,330.00          |

Total WATER CIP EXPENDITURES: 8,271.15

Total WATER CAPITAL IMPROVEMENT FUND: 8,271.15

**WASTEWATER FUND**

**WASTEWATER EXPENDITURES**

| **HEALTH REIMBURSEMENT ACCT(HRA)** |                |                                               |                   |
| NBS-NATIONAL BENEFIT SERVI     | CP256783       | HRA                                          | 185.37            |

| **VISION REIMBURSEMENT ACCT(HRA)** |                |                                               |                   |
| NBS-NATIONAL BENEFIT SERVI     | 759252         | FSA/HRA June 2020                           | 45.40             |
| STARLEY-LEAVITT INS. AGENCY    | 639753         | 639753 062620                               | 54.00             |

**OFFICE SUPPLIES & POSTAGE**

<p>| UNIFIED OFFICE SERVICES       | 284231         | Supplies                                     | 19.74             |
| UNIFIED OFFICE SERVICES       | 284817         | Supplies                                     | 11.57             |
| UNIFIED OFFICE SERVICES       | 285051         | Supplies                                     | 6.74              |</p>
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<td>965494438 061020</td>
<td>25.38</td>
</tr>
<tr>
<td><strong>65-4350-5200</strong> UTILITIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IDAHO POWER</td>
<td>2202158701 06</td>
<td>2202158701 061120</td>
<td>7,016.55</td>
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<tr>
<td>IDAHO POWER</td>
<td>2202703357 06</td>
<td>2202703357 061720</td>
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<td>2206786259 06</td>
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<td>INTERMOUNTAIN GAS</td>
<td>58208688554 0</td>
<td>58208688554 062420</td>
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<tr>
<td><strong>65-4350-6000</strong> REPAIR &amp; MAINT-AUTO EQUIP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LES SCHWAB</td>
<td>11700632870</td>
<td>Tanker Truck Flat Repair</td>
<td>74.00</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>015903</td>
<td>Slick Disc</td>
<td>36.22</td>
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<td><strong>65-4350-6100</strong> REPAIR &amp; MAINT-MACH &amp; EQUIP</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>A.C. HOUSTON LUMBER CO.</td>
<td>2006-640180</td>
<td>Epoxy</td>
<td>15.85</td>
</tr>
<tr>
<td>CLEARWATER POWER EQUIPM</td>
<td>06232023</td>
<td>Belt</td>
<td>49.93</td>
</tr>
<tr>
<td>JOES BACKHOE SERVICES, INC.</td>
<td>237497</td>
<td>6 Yards of Topsoil</td>
<td>126.00</td>
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<tr>
<td>McMaster-Carr Supply Co.</td>
<td>40909459</td>
<td>Threaded Pipe Fitting</td>
<td>53.56</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>016270</td>
<td>Antifreeze</td>
<td>7.99</td>
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<tr>
<td>PLATT ELECTRIC SUPPLY</td>
<td>0L64891</td>
<td>LED Lights</td>
<td>108.08</td>
</tr>
<tr>
<td>PLATT ELECTRIC SUPPLY</td>
<td>0L75083</td>
<td>Credit</td>
<td>103.82-</td>
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<tr>
<td>PLATT ELECTRIC SUPPLY</td>
<td>Z666279</td>
<td>LED Lights</td>
<td>103.82-</td>
</tr>
<tr>
<td><strong>65-4350-6900</strong> COLLECTION SYSTEM SERVICES/CHA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.C. HOUSTON LUMBER CO.</td>
<td>2006-639390</td>
<td>Splitting Maul</td>
<td>38.39</td>
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<tr>
<td>NAPA AUTO PARTS</td>
<td>017348</td>
<td>Vac Truck Oil Pan</td>
<td>85.52</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>017447</td>
<td>Vac Truck Parts</td>
<td>96.79</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>Net Invoice Amount</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------</td>
<td>------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>017458</td>
<td>Vac Truck Part</td>
<td>7.49</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>017636</td>
<td>Vac Truck Filter</td>
<td>21.29</td>
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<tr>
<td>NAPA AUTO PARTS</td>
<td>017696</td>
<td>Vac Truck Oil</td>
<td>38.97</td>
</tr>
<tr>
<td>RIVER RUN AUTO PARTS</td>
<td>6538-154269</td>
<td>Vac Truck Hose</td>
<td>5.00</td>
</tr>
</tbody>
</table>

Total WASTEWATER EXPENDITURES: 16,401.66
Total WASTEWATER FUND: 16,401.66

WASTEWATER CAPITAL IMPROVE FND
WASTEWATER CIP EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>67-4350-7800 CONSTRUCTION S &amp; C ASSOCIATES LLC</td>
<td>1655-1686 19-1063</td>
<td></td>
<td>115.00</td>
</tr>
</tbody>
</table>

Total WASTEWATER CIP EXPENDITURES: 115.00
Total WASTEWATER CAPITAL IMPROVE FND: 115.00

PARKS/REC DEV TRUST FUND

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>93-3700-7200 JAZZ IN THE PARK DOLAN, KEN</td>
<td>062420</td>
<td>Jazz in the Park Donation Refund</td>
<td>500.00</td>
</tr>
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</table>

Total: 500.00

PARKS/REC TRUST EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>93-4900-6800 KETCHUM ARTS COMMISSION PARKER, STEVE</td>
<td>16</td>
<td>Tubascopes 2 of 2</td>
<td>14,500.00</td>
</tr>
</tbody>
</table>

Total PARKS/REC TRUST EXPENDITURES: 14,500.00
Total PARKS/REC DEV TRUST FUND: 15,000.00

DEVELOPMENT TRUST FUND
DEVELOPMENT TRUST EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH WHITE PETERSON</td>
<td>24892R 053120 24892R 053120</td>
<td></td>
<td>420.00</td>
</tr>
<tr>
<td>94-4900-8006 MOUNTAIN LAND-111 N WASHINGTON MOUNTAIN LAND DESIGN</td>
<td>062620</td>
<td>Performance Bond Refund</td>
<td>30,000.00</td>
</tr>
<tr>
<td>94-4900-8013 MCCORMACK-900 N CANYON #1483 DAVID MCCORMACK CONSTRU</td>
<td>062320</td>
<td>Performance Bond Refund</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

Total DEVELOPMENT TRUST EXPENDITURES: 33,420.00
Total DEVELOPMENT TRUST FUND: 33,420.00

ESSENTIAL SERVICES FAC. TRUST
ESF TRUST EXPENDITURES

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-4193-7201 FUTURE ESF CITY HALL WINDYCITY ARTS, INC.</td>
<td>2020-318</td>
<td>Banners</td>
<td>6,335.00</td>
</tr>
</tbody>
</table>
City of Ketchum Payment Approval Report - by GL Council
Report dates: 6/12/2020-7/2/2020
Jul 02, 2020 09:47AM

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Net Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total ESF TRUST EXPENDITURES:</td>
<td></td>
<td></td>
<td>6,335.00</td>
</tr>
<tr>
<td>Total ESSENTIAL SERVICES FAC. TRUST:</td>
<td></td>
<td></td>
<td>6,335.00</td>
</tr>
<tr>
<td>Grand Totals:</td>
<td></td>
<td></td>
<td>472,913.90</td>
</tr>
</tbody>
</table>

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"-"9648008200","9910000000"-"9911810000"
Invoice Detail.Voided = No,Yes
City of Ketchum

July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicant included in the staff report.

The reasons for the recommendation are as follows:
- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the period of August 1, 2020 – July 31, 2021, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following businesses has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.
Financial Impact

- The City of Ketchum will realize revenue of $13,920.06 from approval of these licenses in accordance with the current fee structure.

<table>
<thead>
<tr>
<th>Company</th>
<th>Beer Consumed on Premises</th>
<th>Beer Not to be Consumed on Premises</th>
<th>Wine Consumed on Premises</th>
<th>Wine Not to be Consumed on Premises</th>
<th>Liquor</th>
<th>Approved by Council for 2020-21</th>
<th>Total Amount of Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Camp River Run</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rominnas</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Nino</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apples Bar &amp; Grill</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>166.70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bigwood Bar &amp; Grill</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>253.36</td>
<td></td>
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<tr>
<td>China Panda Chinese Restaurant</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel Ketchum</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rickshaw</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warfield Brewery</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>810</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whiskey Jacques</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>760</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veltex Market</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>250</td>
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<td></td>
</tr>
<tr>
<td>Magic Lantern</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>400</td>
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<td></td>
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<tr>
<td>Fox Creek Realty</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>250</td>
<td></td>
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<tr>
<td>Sawtooth Brewery</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Cabina</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>450</td>
<td></td>
<td></td>
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<tr>
<td>Zenergy at Thunder Spring</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perry's Restaurant</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Cellar Pub</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>810</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michels Christiania</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>760</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grumpy's</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>400</td>
<td></td>
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<tr>
<td>Ketchum Kitchens</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>250</td>
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<tr>
<td>Cristina's Restaurant</td>
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<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>650</td>
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<tr>
<td>Alpenglow</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>7/6/2020</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Atkinson's</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Square Tavern</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>600</td>
<td></td>
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<tr>
<td>Ketchum Grill</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>600</td>
<td></td>
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<tr>
<td>Enoteca</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>400</td>
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<tr>
<td>Limelight Hotel Ketchum</td>
<td>X</td>
<td>X</td>
<td></td>
<td>7/6/2020</td>
<td>760</td>
<td></td>
<td></td>
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</tbody>
</table>

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberg at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Grocery Express, Inc</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 12328 Hwy 75 Ketchum ID 83340</td>
</tr>
<tr>
<td>Mailing Address: 600 N. Main St. Hailey ID 83333</td>
</tr>
<tr>
<td>Recorded Owner of Property: DAVID WENDLAND / DAWN WENDLAND</td>
</tr>
<tr>
<td>Applicant Phone Number: 208-726-5838</td>
</tr>
</tbody>
</table>

| STATE LICENSE NO: 3453 | COUNTY LICENSE NO: 3 |

| Corporation: ☒ | Partnership: ☐ |
| Individual: ☐ |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ☒

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
</tr>
<tr>
<td>☒ Bottled or Canned Beer NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
</tr>
<tr>
<td>☒ Wine, NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
</tr>
</tbody>
</table>

Total Fees Due $2,560.00

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 ☐ No ☒</td>
</tr>
</tbody>
</table>

| 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 ☒ No ☐ |
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 9, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

[Signature]

Applicant Signature

[Date]

6/3/2020

Relation to Business

[Signature]

Kathleen Simpson

Date

City Clerk or Deputy Signature

---

OFFICIAL USE ONLY

Date Received: 10-10-2020 License Fee Paid: $250 License No: 543A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation ☑ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by:

[Signature]

Mayor

Approval: July 10, 2020

City of Ketchum, 4/11/18, Page 2 of 2
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name:</td>
</tr>
<tr>
<td>Doing Business As:</td>
</tr>
<tr>
<td>Physical Address where license will be displayed:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
</tr>
<tr>
<td>Applicant Email:</td>
</tr>
<tr>
<td>STATE LICENSE NO:</td>
</tr>
<tr>
<td>COUNTY LICENSE NO:</td>
</tr>
<tr>
<td>Corporation:</td>
</tr>
<tr>
<td>Partnership:</td>
</tr>
<tr>
<td>Individual:</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?</td>
</tr>
<tr>
<td>List names and addresses of corporation officers and/or partners:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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<tbody>
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</tbody>
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<table>
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<tr>
<th>WINE LICENSE FEES</th>
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<tbody>
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</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
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</tbody>
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<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
</tr>
<tr>
<td>Total Fees Due</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
</tr>
</tbody>
</table>

| 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 [ ] No [ ] |

1107A
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: [Signature]  
Relation to Business: [User-defined field]

Date: 6-1-20

Kathleen Schumacher  
City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 10-10-2020  License Fee Paid: $1,000  License No: 1707A

To the City Council, Ketchum, Idaho;  
The undersigned, a Corporation [ ] Partnership [ ] Individual [X], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

[Signature]

Approval Date: 6-1-2020
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartztenberger at taxes@ketchumidaho.org or (208) 726-3841.

## Applicant Information

- **Applicant Name:** Izalco LLC
- **Doing Business As:** El Nino
- **Physical Address where license will be displayed:** 280 E 6th St., Ketchum, ID
- **Mailing Address:** PO Box 1889, Hailey, ID 83333
- **Recorded Owner of Property:** Mickey Harting
- **Applicant Phone Number:** (208) 481-7780
- **Applicant Email:** pedroalbino14@gmail.com
- **State License No.:** 24483 (copy required)
- **County License No.:** 54 (copy required)
- **Corporation:**
- **Partnership:**
- **Individual:** LLC - Single member

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

## BEER LICENSE FEES

- **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

- **Liquor by the Drink (Note: Liquor fee includes wine)**
  - $560.00

**Total Fees Due:** $2,400.00

## 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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
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.

[Signature]
Applicant Signature

[Signature]
Owner

Relation to Business

[Date]
Date

[Signature]
City Clerk or Deputy Signature

---

OFFICIAL USE ONLY

Date Received: 6-01-2020
License Fee Paid: $400
License No: 22760A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation ☐ Partnership ☐ Individual ☒, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

[Signature]
Mayor

Approved July 10, 2020
**City of Ketchum**

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxer@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Apple Bar &amp; Grill</td>
</tr>
<tr>
<td>Doing Business As: Apple Bar &amp; Grill</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 215 Pinabo Street</td>
</tr>
<tr>
<td>Mailing Address: Box 4445 Ketchum Idaho 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property: Minor Trust</td>
</tr>
<tr>
<td>Applicant Phone Number: 208-390-1004</td>
</tr>
<tr>
<td>Applicant Email: <a href="mailto:hankminor@yahoo.com">hankminor@yahoo.com</a></td>
</tr>
</tbody>
</table>

| STATE LICENSE NO: 208391004 |
| COUNTY LICENSE NO: (copy required) |

| Corporation: X |
| Partnership: |
| Individual: |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes [ ] No [X]

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises: $200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises: $50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINES LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises: $200.00</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises: $200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine): $560.00</td>
</tr>
</tbody>
</table>

Total Fees Due: $1,404.70

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
</table>

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 [ ] No [X]

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 [ ] No [X]
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.

[Signature]

Applicant Signature
Date: 01/09/20

[Signature]

Relation to Business

[Signature]

City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 10/12/2020 License Fee Paid: $1,010.70 License No: 20A

To the City Council, Ketchum, Idaho:

The undersigned, a Corporation [ ] Partnership [ ] Individual [ ] , does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by:

[Signature]

Mayor

Approval July 10, 2020

City of Ketchum, 4/11/18, Page 2 of 2
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Bigwood Grill LLC</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 124 Saddle Rd, Ketchum ID 83340</td>
</tr>
<tr>
<td>Mailing Address: Box 4445</td>
</tr>
<tr>
<td>Recorded Owner of Property: Bigwood Sports LLC</td>
</tr>
<tr>
<td>Applicant Phone Number: 208-309-1004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE LICENSE NO: 2083091004</th>
<th>COUNTY LICENSE NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation: X</td>
<td></td>
</tr>
<tr>
<td>Partnership:</td>
<td></td>
</tr>
<tr>
<td>Individual:</td>
<td></td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?</td>
<td></td>
</tr>
<tr>
<td>Yes [ ] No [x]</td>
<td></td>
</tr>
</tbody>
</table>

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<tr>
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<tr>
<th>LIQUOR LICENSE FEES</th>
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</thead>
<tbody>
<tr>
<td>X Liquor by the Drink (Note: Liquor fee includes wine): $560.00</td>
</tr>
</tbody>
</table>

- Total Fees Due: $2,533.18

<table>
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<td>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 intoxicating 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?</td>
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<tr>
<td>Yes [ ] No [x]</td>
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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? |

[50414]
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: [Signature]

Date: 6/9/20

Relation to Business

City Clerk or Deputy Signature: [Signature]

<table>
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<tr>
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<tr>
<td>Date Received: 6/12/2020</td>
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</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation[✓] Partnership[ ] Individual[ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

Mayor

Approval: July 6, 2020

City of Ketchum, 4/11/18, Page 2 of 2
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxers@ketchumidaho.org or (208) 726-3841.

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<td>Mailing Address:</td>
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<tr>
<td>Recorded Owner of Property:</td>
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<tr>
<td>Applicant Phone Number:</td>
</tr>
<tr>
<td>Applicant Email:</td>
</tr>
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<table>
<thead>
<tr>
<th>STATE LICENSE NO:</th>
<th>1464</th>
<th>COUNTY LICENSE NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(copy required)</td>
<td></td>
<td>(copy required)</td>
</tr>
</tbody>
</table>

| Corporation: | ☐ |
| Partnership: | ☐ |
| Individual:  | ☒ |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?  Yes ☐ No ☒

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<tbody>
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<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
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Total Fees Due $400.00

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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 ☐ No ☒
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.

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Applicant Signature ____________________________

Relation to Business ____________________________

Date ________________

Kathleen Swanson
City Clerk or Deputy Signature ______________________

OFFICIAL USE ONLY

Date Received: 6-11-2020 License Fee Paid: $400 License No: 70A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation ☑ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by;

Mayor ____________________________

Approval July 16, 2020

City of Ketchum, 4/11/18, Page 2 of 2
**Beer, Wine & Liquor-by-the-Drink License Application**

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzpenberger at taxes@ketchumidaho.org or (208) 726-3841.

**APPLICANT INFORMATION**
- **Applicant Name:** Ketchum & Mustard LLC
- **Doing Business As:** Hotel Ketchum
- **Physical Address where license will be displayed:** 600 N. Main St., Ketchum, ID 83340
- **Mailing Address:** 605 W. Main St. Ste 2 Aspen, CO 81611
- **Recorded Owner of Property:** Ketchum & Mustard LLC
- **Applicant Phone Number:** 208-726-5900
- **Applicant Email:** michael@haymax.com

**STATE LICENSE NO:** [copy required]

**Corporation:** [ ]
**Partnership:** [ ]
**Individual:** [ ]

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?
- [ ] Yes
- [ ] No

**COUNTY LICENSE NO:** [copy required]

List names and addresses of corporation officers and/or partners:
- [ ] See attached list

**BEER LICENSE FEES**
- [x] 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**
- [x] Wine, to be consumed on premises: $200.00
- 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: $450.00

**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
- [x] No

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
- [x] No

---

Ketchum & Mustard LLC

480 East Ave. N.  ★  P.O. Box 2315  ★  Ketchum, ID 83340  ★  main (208) 726-3841  ★  fax (208) 726-8234

facebook.com/CityofKetchum  ★  twitter.com/Ketchum_Idaho  ★  www.ketchumidaho.org
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

6/9/2020

/Relation to Business

/Applicant Signature

City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
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</thead>
<tbody>
<tr>
<td>Date Received:</td>
</tr>
<tr>
<td>6/17/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [x] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

/Mayor

Approval July 6, 2020
List sole proprietor(s) all partners, corporate officers, directors, ten primary stockholders, LLC/LLP members/partners of the applicant.

1.) Name: Michael Brown  
Address: 1035 Cemetery Lane Aspen, CO 81611  
Title: Member  
SSN: 379-86-6980  
Date of Birth: 4/27/1978  
Idaho Resident: No

2.) Name: Aaron Brown  
Address: 42 Olmsted Rd. Scarsdale, NY 10583  
Title: Member  
SSN: 363-90-7366  
Date of Birth: 11/30/1967  
Idaho Resident: No

3.) Name: Jason Grosfeld  
Address: 10800 Wilshire Blvd. Suite 2222 Los Angeles, CA 90024  
Title: Member  
SSN: 382-92-0359  
Date of Birth: 6/20/1973  
Idaho Resident: No

4.) Name: Lex Tarumianz  
Address: 407 South Hunger St. #3 Aspen, CO 81611  
Title: Member  
SSN: 408-06-2646  
Date of Birth: 3/24/1972  
Idaho Resident: No

5.) Name: James Grosfeld  
Address: One Towne Square Ste 1600 Southfield, MI 48076  
Title: Member  
SSN: 092-30-0377  
Date of Birth: 06/22/1937  
Idaho Resident: No
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzinberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: <strong>RICKSHAW - ANDREAS HEAPY</strong> Doing Business As: <strong>RICKSHAW</strong></td>
</tr>
<tr>
<td>Physical Address where license will be displayed: <strong>4100 N WASHINGTON AVE</strong></td>
</tr>
<tr>
<td>Mailing Address: <strong>PO BOX 10200, KETCHUM, ID 83340</strong></td>
</tr>
<tr>
<td>Recorded Owner of Property: <strong>ITAN</strong></td>
</tr>
<tr>
<td>Applicant Phone Number: <strong>208-726-8481</strong></td>
</tr>
<tr>
<td>Applicant Email: <strong><a href="mailto:hello@eat-at-rickshaw.com">hello@eat-at-rickshaw.com</a></strong></td>
</tr>
<tr>
<td>STATE LICENSE NO: <strong>208-726-8481</strong></td>
</tr>
<tr>
<td>COUNTY LICENSE NO: (copy required)</td>
</tr>
<tr>
<td>Corporation: ☒</td>
</tr>
<tr>
<td>Partnership: ☐</td>
</tr>
<tr>
<td>Individual: ☐</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ☒</td>
</tr>
<tr>
<td>List names and addresses of corporation officers and/or partners:</td>
</tr>
<tr>
<td><strong>ANDREAS HEAPY - POB 1345, SV 83353</strong></td>
</tr>
<tr>
<td><strong>KINGSLEY MURPHY - POB 3818, ID 83340</strong></td>
</tr>
<tr>
<td><strong>NINA JONES - POB 821, SV 83353</strong></td>
</tr>
</tbody>
</table>

BEER LICENSE FEES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>☒ Draft or Bottled or Canned Beer to be consumed on premises</td>
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WINE LICENSE FEES

<p>| | |</p>
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<thead>
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<th></th>
<th></th>
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<tbody>
<tr>
<td>✗ Wine, to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>✗ Wine, NOT to be consumed on premises</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

LIQUOR LICENSE FEES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Liquor by the Drink (Note: Liquor fee includes wine)</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

Total Fees Due $1,050.00

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 intoxicating 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 ☐ No ☒

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 ☐ No ☒
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.

[Signature]
Applicant Signature

[Signature]
Relation to Business

6/12/20
Date

[Signature]
Kathleen Schwarzberger
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received: 6/12/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation[ ], Partnership[ ], Individual[ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

______________________________
Mayor

Approval July 6, 2020
**City of Ketchum**

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

**APPLICATION INFORMATION**

<table>
<thead>
<tr>
<th>Applicant Name: Warfield Brewing Company LLC</th>
<th>Doing Business As: Warfield Distillery &amp; Brewery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed: 280 N Main Street, Ketchum ID 83340</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: PO Box 2759, Ketchum ID 83340</td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property: San Antonio Centro LLC</td>
<td></td>
</tr>
<tr>
<td>Applicant Phone Number: 208-727-7165</td>
<td>Applicant Email: <a href="mailto:alex@drinkwarfield.com">alex@drinkwarfield.com</a></td>
</tr>
</tbody>
</table>

| STATE LICENSE NO: 3628 | COUNTY LICENSE NO: (copy required) |

**Corporation:** ☑ LLC  
**Partnership:** ☐  
**Individual:** ☐ LLC  
**If Applicant Is a Partnership or Corporation, is the corporation authorized to do business in Idaho?**  
Yes ☑  No ☐

**BEER LICENSE FEES**

- 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**

- Liquor by the Drink (Note: Liquor fee includes wine) ☑  
  $560.00  

**Total Fees Due**  
$10  

**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 ☑  No ☐

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 ☐  No ☑
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
Managing Member

June 9, 2020

Date

Kathleen Schmuckberger
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received: 6/12/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [x] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by;

Mayor

Approved July 10, 2020
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

## Applicant Information

Applicant Name: **Whiskey Jacques Inc.**
Doing Business As: **Whiskey Jacques**

Physical Address where license will be displayed: 251 N. MAIN ST. KETCHUM, ID. 83340

Mailing Address: P.O. BOX 672, KETCHUM, ID. 83340

Recorded Owner of Property: **Karin T. Martin**

Applicant Phone Number: 208-726-5297
Applicant Email: **WhiskeyJackets@Yahoo.com**

<table>
<thead>
<tr>
<th>STATE LICENSE NO: 3437 (copy required)</th>
<th>COUNTY LICENSE NO: To Be Provided (copy required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation: <strong>X</strong></td>
<td>List names and addresses of corporation officers and/or partners: <strong>Karin T. Martin, President</strong></td>
</tr>
<tr>
<td>Partnership:</td>
<td></td>
</tr>
<tr>
<td>Individual:</td>
<td></td>
</tr>
</tbody>
</table>

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?

Yes [ ] No [X]

## Beer License Fees

- 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

- Liquor by the Drink (Note: Liquor fee includes wine): $560.00

Total Fees Due: $160.00

## 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 [ ] No [X]

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 [ ] No [X]
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.

[Signature]
Karin T. Martin  President
Applicant Signature  Relation to Business

[Date]
1/15/2020
Date

[Signature]
Kathleen S. Vanhagen
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received:</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [X] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

[Signature]
Mayor

[Approval Date] 7-14-2020
# Beer, Wine & Liquor-by-the-Drink License Application

City of Ketchum

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxer@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name:</td>
</tr>
<tr>
<td>Doing Business As:</td>
</tr>
<tr>
<td>Physical Address where license will be displayed:</td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
</tr>
<tr>
<td>Applicant Email:</td>
</tr>
</tbody>
</table>

| STATE LICENSE NO: | 1627 |
| COUNTY LICENSE NO: | (copy required) |

| Corporation: | X |
| Partnership: | |
| Individual:  | |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes [x] No [ ]

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
</tr>
</tbody>
</table>

Total Fees Due $250.00

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 intoxicating 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 [ ] No [x]</td>
</tr>
</tbody>
</table>

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 [ ] No [x]
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.

Marla Hordew
President
Applicant Signature
Relation to Business

6/12/2020
Date

Kathleen Schwarzenberger
City Clerk or Deputy Signature

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Date Received:</td>
</tr>
<tr>
<td>01/05/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation, Partnership, Individual, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

Mayor

Approval 7 = 06-10-2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

**APPLICANT INFORMATION**

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>PHOENIX ENTERPRISES LLC</th>
<th>Doing Business As:</th>
<th>MAGIC LANTERN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>100 2ND ST CAST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>BOX 236</td>
<td>KETCHUM</td>
<td>83340</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>RICHARD &amp; CHERYL KESSLER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>208 726 3305</td>
<td>Applicant Email:</td>
<td><a href="mailto:magiLantern@sunvalley.net.com">magiLantern@sunvalley.net.com</a></td>
</tr>
</tbody>
</table>

**STATE LICENSE NO:** (copy required)  
**COUNTY LICENSE NO:** (copy required)

| Corporation: |  | Partnership: |  | Individual: |  |
|--------------|-------------------|--------------|-------------------|----------------|
| | | | | |
| If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? | Yes | No |

**BEER LICENSE FEES**

- 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**

- Liquor by the Drink (Note: Liquor fee includes wine): $560.00
- Total Fees Due: $400.00

**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 | No |  

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 | No |  

---

57
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: [Signature]
Relation to Business: [Relation]
Date: 6/3/20
City Clerk or Deputy Signature: [Signature]

<table>
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To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by:

Mayor

Approval: 7-15-2020

City of Ketchum, 4/11/18, Page 2 of 2
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

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<td>Mailing Address:</td>
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<tr>
<td>Recorded Owner of Property:</td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
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<tr>
<td>Applicant Email:</td>
</tr>
<tr>
<td>STATE LICENSE NO:</td>
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<tr>
<td>COUNTY LICENSE NO:</td>
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<tr>
<td>Corporation:</td>
</tr>
<tr>
<td>Partnership:</td>
</tr>
<tr>
<td>Individual:</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?</td>
</tr>
</tbody>
</table>

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<th>BEER LICENSE FEES</th>
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</thead>
<tbody>
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<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
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</tbody>
</table>

**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 ☒ No ☐

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 ☐ No ☒
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.

[Signature]
Applicant Signature

[Signature]
Owner

[Signature]
Date

[Signature]
City Clerk or Deputy Signature

<table>
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<tr>
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<tr>
<td>Date Received:</td>
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<tr>
<td>06-19-2020</td>
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</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

[Signature]
Mayor

Approval July 10, 2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartztenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
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</thead>
<tbody>
<tr>
<td>Applicant Name: Sawtooth Brewery LLC</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 631 Warm Springs Rd</td>
</tr>
<tr>
<td>Mailing Address: 110 River St Hailey, ID 83333</td>
</tr>
<tr>
<td>Recorded Owner of Property: Jody Moss - Ketchum Dive Tail</td>
</tr>
<tr>
<td>Applicant Phone Number: 208 750 9324</td>
</tr>
<tr>
<td>STATE LICENSE NO: (copy required)</td>
</tr>
<tr>
<td>Corporation: ☒</td>
</tr>
<tr>
<td>Partnership: ☐</td>
</tr>
<tr>
<td>Individual: ☐</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☒ No ☐</td>
</tr>
<tr>
<td>Paul Hoile 3220 Berryman St</td>
</tr>
<tr>
<td>Hailey, ID 83333</td>
</tr>
</tbody>
</table>

BEER LICENSE FEES

- ☒ 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

- Liquor by the Drink (Note: Liquor fee includes wine) $560.00

Total Fees Due $4,550

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 ☐ No ☒

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 ☐ No ☒
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.

[Signature]
Applicant Signature

[Signature]
Business Director

5/20/2020
Date

[Signature]
Kathleen Schuylkongers
City Clerk or Deputy Signature

OFFICIAL USE ONLY

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>License Fee Paid:</th>
<th>License No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-27-2020</td>
<td>$450</td>
<td>1403A</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

__________________________________________________________________________
Mayor

Approved 7-06-23
# Beer, Wine & Liquor-by-the-Drink License Application

City of Ketchum

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th><strong>APPLICANT INFORMATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: AzFlan LLC</td>
</tr>
<tr>
<td>Doing Business As: La Cabronita Mexican</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 160 5th St. W. Ketchum</td>
</tr>
<tr>
<td>Mailing Address: P.O. Box 3539, Ketchum ID 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
</tr>
<tr>
<td>Applicant Phone Number: 208-309-0782</td>
</tr>
<tr>
<td>Applicant Email: <a href="mailto:rodocabronitex@gmail.com">rodocabronitex@gmail.com</a></td>
</tr>
<tr>
<td>STATE LICENSE NO: 10603 (copy required)</td>
</tr>
<tr>
<td>COUNTY LICENSE NO: (copy required)</td>
</tr>
<tr>
<td>Corporation: [X]</td>
</tr>
<tr>
<td>Partnership: [ ]</td>
</tr>
<tr>
<td>Individual: [ ]</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes [X] No [ ]</td>
</tr>
</tbody>
</table>

## BEER LICENSE FEES

- 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

- Liquor by the Drink (Note: Liquor fee includes wine): $560.00

Total Fees Due: $4,500

## 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 [ ] No [X]

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 [ ] No [X]

---

1174A
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.

Application Signature

Owner

Relation to Business

Date

6/18/2020

City Clerk or Deputy Signature

Kathleen Schmaranzer

OFFICIAL USE ONLY

Date Received: 6/23/2020 License Fee Paid: $450 License No: 1174 A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ] does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

Mayor

Approved 7-10-2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Zenergy at Thunder Spring Beer</td>
</tr>
<tr>
<td>Doing Business As: Zenergy at Thunder Spring</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 2745 Raven Rd Ketchum, ID 83340</td>
</tr>
<tr>
<td>Mailing Address: PO Box 1363 Ketchum, ID 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property: ZFE LLC</td>
</tr>
<tr>
<td>Applicant Phone Number: 720-5382</td>
</tr>
<tr>
<td>Applicant Email: <a href="mailto:karrie@zenergyco.com">karrie@zenergyco.com</a></td>
</tr>
<tr>
<td>STATE LICENSE NO: 8466</td>
</tr>
<tr>
<td>COUNTY LICENSE NO:</td>
</tr>
<tr>
<td>Corporation: ✓</td>
</tr>
<tr>
<td>Partnership:</td>
</tr>
<tr>
<td>Individual:</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ✓ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
</tr>
</tbody>
</table>

Total Fees Due: $600.00

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 ✓ No</td>
</tr>
</tbody>
</table>

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 ✓ No

439A
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

Date

Relation to Business

Kathleen Schumemberger

City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
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<tbody>
<tr>
<td>Date Received: 10.23.2020</td>
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</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation ☒ Partnership ☐ Individual ☐, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by:

Mayor

Approved 7-16-2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenerberger at taxer@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Keith Perry</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 131 W 416 St Ketchum ID</td>
</tr>
<tr>
<td>Mailing Address: PO Box 902 Ketchum, ID 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property: Itarty Investments LLC</td>
</tr>
<tr>
<td>Applicant Phone Number: 208-720-8291</td>
</tr>
<tr>
<td>STATE LICENSE NO: 2975</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises $200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises $50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises $200.00</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises $200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine) $560.00</td>
</tr>
<tr>
<td>Total Fees Due $1,450.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 ☐ No ☒</td>
</tr>
</tbody>
</table>

| 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 ☐ No ☒ |

295A
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.

[Signature]
Applicant Signature

[Signature]
Relation to Business

6/3/20
Date

Kathleen Schmalenberger
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
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<tbody>
<tr>
<td>Date Received: 6/23/2020</td>
</tr>
<tr>
<td>License Fee Paid: $1,050</td>
</tr>
<tr>
<td>License No: 296A</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, __________ - July 31, __________.

Approved by City of Ketchum Idaho by;

______________________________
Mayor

Approval 7-16-2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenerger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: THE PUB INC</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 400 Sun Valley Rd</td>
</tr>
<tr>
<td>Mailing Address: Box 3206 Ketchum</td>
</tr>
<tr>
<td>Recorded Owner of Property: GENEVA EQUITIES - STEVE GIACOBBI</td>
</tr>
<tr>
<td>Applicant Phone Number: 622-3832</td>
</tr>
<tr>
<td>STATE LICENSE NO: 1530</td>
</tr>
</tbody>
</table>

Corporation: ☐ Partnership: ☐ Individual: ☐

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ☒

List names and addresses of corporation officers and/or partners:

- KRISTEN DERRICK  BOX 3206  KETCHUM
- PAIGE LETHBRIDGE  BOX 3206  KET- V.P.
- ROGER ROLAND  BOX 3206  KET-TREAS
- RICHARD LETHBRIDGE  BOX 3206  KET-SEC

BEER LICENSE FEES

- 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

- Liquor by the Drink (Note: Liquor fee includes wine): $560.00

Total Fees Due: $290.00

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 forfeit of a bond for his/her appearance to answer charges of any such violation? Yes ☐ No ☒

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 ☐ No ☒

480 East Ave. N.  ☞ P.O. Box 2315  ☞ Ketchum, ID 83340  ☞ main (208) 726-3841  ☞ fax (208) 726-8234 facebook.com/CityofKetchum  ☞ twitter.com/Ketchum_Idaho ☞ www.ketchumidaho.org
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: [Signature]

Relation to Business: [Signature]

Date: 6/22/20

City Clerk or Deputy Signature: [Signature]

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
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</thead>
<tbody>
<tr>
<td>Date Received: 6/23/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by;

Mayor

Approval: 1-16-2020
## Applicant Information

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Michel F. Christiania</th>
<th>Doing Business As: Same</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>303 Walnut Ave N., Ketchum, ID 83340</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>P.O. Box 228, Sun Valley, ID 83353</td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>Christiania, Inc</td>
<td></td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>208-726-3358</td>
<td></td>
</tr>
<tr>
<td>Applicant Email:</td>
<td><a href="mailto:prentice.marnie@gmail.com">prentice.marnie@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>STATE LICENSE NO:</td>
<td>2042 (copy required)</td>
<td></td>
</tr>
<tr>
<td>COUNTY LICENSE NO:</td>
<td>(copy required)</td>
<td></td>
</tr>
<tr>
<td>Corporation:</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Partnership:</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Individual:</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☒ No ☐

### Beer License Fees

- 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

- Liquor by the Drink (Note: Liquor fee includes wine): $560.00

**Total Fees Due:** $760.00

### 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 ☐ No ☒

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 ☐ No ☒
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.

[Signature]
Applicant Signature

[Signature]
Relation to Business

[Date]

[Signature]
City Clerk or Deputy Signature

---

OFFICIAL USE ONLY

Date Received: 10-7-2020
License Fee Paid: $700
License No: 47A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [X], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

[Signature] Mayor

Approval 7-16-2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name:</td>
<td>Carmony's INC</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td></td>
</tr>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>860 Warm Springs Rd, Ketchum ID</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>106 S. Main St, Hailey, ID 83333</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>G+G Enterprises</td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>208 720-3171</td>
</tr>
<tr>
<td>Applicant Email:</td>
<td><a href="mailto:prekeyes@gmail.com">prekeyes@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE LICENSE NO:</th>
<th>1347 (copy required)</th>
</tr>
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<tbody>
<tr>
<td>COUNTY LICENSE NO:</td>
<td>23 (copy required)</td>
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</tbody>
</table>

| Corporation: | X |
| Partnership: |   |
| Individual:  |   |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes X No

List names and addresses of corporation officers and/or partners:

Peter Prekeyes

---

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Draft or Bottled or Canned Beer to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Wine, to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

Total Fees Due $4,000

---

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
<th></th>
</tr>
</thead>
</table>

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 X No

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 X No

---

38A

480 East Ave. N. ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-3841 ★ fax (208) 726-8234
facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ www.ketchumidaho.org
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.

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[Signature]
Applicant Signature

[Relation to Business]

[Date]
6-10-2020

[Signature]
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
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</thead>
<tbody>
<tr>
<td>Date Received: 6-24-2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation[ ] Partnership[ ] Individual[ ], does hereby make application for a license to sell during the year of August 1, 2020 to July 31, 2020.

Approved by City of Ketchum Idaho by:

[Signature]
Mayor

[Approval Date] July 10, 2020
**City of Ketchum**

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwarzenberger at taxes@ketchumidaho.org or (208) 726-3841.

**APPLICANT INFORMATION**

<table>
<thead>
<tr>
<th>Applicant Name: Ketchum Kitchens LLC</th>
<th>Doing Business As: Ketchum Kitchens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed: 451 4TH ST E</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: PO Box 2197</td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property: GIACOBI SQUARE</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Applicant Phone Number: 208 726 1889</th>
<th>Applicant Email: <a href="mailto:johnmelin@gmail.com">johnmelin@gmail.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE LICENSE NO: 26041 (copy required)</td>
<td>COUNTY LICENSE NO: 30 (copy required)</td>
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</table>

<table>
<thead>
<tr>
<th>Corporation: X LLC</th>
<th>Partnership: □</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual: □</td>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes X No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
</tr>
<tr>
<td>X Bottled or Canned Beer NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
</tr>
<tr>
<td>X Wine, NOT to be consumed on premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
</tr>
</tbody>
</table>

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 □ No X

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 □ No X

---

480 East Ave. N. ★ P.O. Box 2315 ★ Ketchum, ID 83340 ★ main (208) 726-3841 ★ fax (208) 726-8234

facebook.com/CityofKetchum ★ twitter.com/Ketchum_Idaho ★ www.ketchumidaho.org
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.

[Signature]
Owner/CEO

[Date]

[Signature]
City Clerk or Deputy Signature

OFFICIAL USE ONLY

Date Received: 6/26/2020
License Fee Paid: $250
License No.: 88A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [x] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

[Signature]
Mayor

[Approval Date] 7-6-2020
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

## Applicant Information

**Applicant Name:** Cristina's Restaurant  
**Doing Business As:**  
**Physical Address where license will be displayed:** 530 Second Street E, Ketchum ID  
**Mailing Address:** P.O. Box 2111, Ketchum ID 83340  
**Recorded Owner of Property:** Cristina & Steve Cook  
**Applicant Phone Number:** (208) 726-4499  
**Applicant Email:**  

<table>
<thead>
<tr>
<th>STATE LICENSE NO:</th>
<th>COUNTY LICENSE NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(copy required)</td>
<td>(copy required)</td>
</tr>
</tbody>
</table>

- Corporation: [x]  
- Partnership: [ ]  
- Individual: [ ]

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?  
**Yes [x]  No [ ]**

## Beer License Fees

- 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

- Liquor by the Drink (Note: Liquor fee includes wine) $560.00  

Total Fees Due $1560.00

## 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 [ ]  No [x]**

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 [ ]  No [x]**

---

559
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.

![Signature]

Applicant Signature

![Date]

Date

Kathleen Schwartz

City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received: 10/21/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [X] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by:

Mayor

![Approval Date]

Adams 7/10/2020

City of Ketchum, 4/11/18, Page 2 of 2
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83440. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name:</td>
<td>ALPENGLOW LLC</td>
</tr>
<tr>
<td>Doing Business As:</td>
<td>ALPENGLOW</td>
</tr>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>271 N. MAIN ST KETCHUM, ID</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>4231 N. HARDTAIL LANE GARDEN CITY, ID 83714</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>MELISSA LEVICK</td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>718-913-6491</td>
</tr>
<tr>
<td>Applicant Email:</td>
<td><a href="mailto:MELISSA.LEVICK@GMAIL.COM">MELISSA.LEVICK@GMAIL.COM</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE LICENSE NO:</th>
<th>(copy required)</th>
<th>COUNTY LICENSE NO:</th>
<th>(copy required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation:</td>
<td></td>
<td>Partnership:</td>
<td></td>
</tr>
<tr>
<td>Individual:</td>
<td>×</td>
<td>List names and addresses of corporation officers and/or partners:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4231 N. HARDTAIL LANE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GARDEN CITY, ID 83714</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINE LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Wine, NOT to be consumed on premises</td>
<td>$200.00</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>LIQUOR LICENSE FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

Total Fees Due: $1,050.00

# 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 ☐ No ☒

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 ☐ No ☒
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.

Melissa Yerick  
Owner

Applicant Signature  
Relation to Business

01/29/20  
Date

Kathleen Schartz anchors  
City Clerk or Deputy Signature

---

OFFICIAL USE ONLY

Date Received: 1/29/2020  License Fee Paid: $1,550  License No: 23109-4

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [X] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020- July 31, 2020.

Approved by City of Ketchum Idaho by;

[Signature]

Mayor

Approval July 10, 2020
**City of Ketchum**

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxs@ketchumidaho.org or (208) 726-3841.

### APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Atkinson's Market</th>
<th>Doing Business As:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>451 4th St E, Ketchum</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO Box 2088, Ketchum, ID 83340</td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>Giacobbi Square LLC</td>
<td></td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>208 726 5168</td>
<td></td>
</tr>
<tr>
<td>Applicant Email:</td>
<td><a href="mailto:chip@atkinson.com">chip@atkinson.com</a></td>
<td></td>
</tr>
</tbody>
</table>

### STATE LICENSE NO: 20872651688  COUNTY LICENSE NO: 27

| Corporation: | X |
| Partnership: | |
| Individual: | |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?  
Yes ☐ No ☒

### BEER LICENSE FEES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

### WINE LICENSE FEES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

### LIQUOR LICENSE FEES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

**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 corporation 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 ☐ No ☒

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 ☐ No ☒
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.

[Signature]
Applicant Signature

[Signature]
Relation to Business

[Signature]
Date

[Signature]
City Clerk or Deputy Signature

---

OFFICIAL USE ONLY

| Date Received: 6/29/2020 | License Fee Paid: $250 | License No: 114A |

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation☑️ Partnership☐ Individual☐, does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by:

______________________________
Mayor

Approval: July 16, 2020
# Beer, Wine & Liquor-by-the-Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: Town Square Inc</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 360 East Ave Unit 8</td>
</tr>
<tr>
<td>Mailing Address: PO Box 3575 Ketchum ID 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
</tr>
<tr>
<td>Applicant Phone Number: 208 726 6969</td>
</tr>
<tr>
<td>STATE LICENSE NO: 5B 18366 (copy required)</td>
</tr>
<tr>
<td>Corporation: ✔</td>
</tr>
<tr>
<td>Individual: ☐</td>
</tr>
<tr>
<td>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes ☐ No ✔</td>
</tr>
</tbody>
</table>

## BEER LICENSE FEES

- 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

- Liquor by the Drink (Note: Liquor fee includes wine) $560.00

**Total Fees Due $600.00**

## 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 ☐ No ✔

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 ☐ No ✔

2006
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.

[Signature]
Applicant Signature

Shareholder
Relation to Business

6/20/20
Date

[Signature]
Kathleen Schwanenberg
City Clerk or Deputy Signature

OFFICIAL USE ONLY

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>License Fee Paid:</th>
<th>License No:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/29/20</td>
<td>$600</td>
<td>2008A</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ] , does hereby make application for a license to sell during the year of August 1, 2020, July 31, 2020.

Approved by City of Ketchum Idaho by;

[Signature]
Mayor

Approval July 10, 2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxer@ketchumidaho.org or (208) 726-3841.

### APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Rich KO R Inc</th>
<th>Doing Business As:</th>
<th>Ketchum Grill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>520 East Ave N.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>P.O. Box 205 Ketchum, ID 83340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>Richard Larry Stone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant Phone Number:</td>
<td>208-726-4660</td>
<td>Applicant Email:</td>
<td><a href="mailto:twochefs@Ketchumgrill.com">twochefs@Ketchumgrill.com</a></td>
</tr>
</tbody>
</table>

**STATE LICENSE NO:** 3364 (copy required)  **COUNTY LICENSE NO:** (copy required)

| Corporation: | Yes ☑ | Partnership: | No ☐ | Individual: | No ☐ |

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?  
Yes ☑  No ☐

### BEER LICENSE FEES

- [X] 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

- [X] 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 $1,660

### 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 ☐  No ☑

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 ☐  No ☑
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: ____________________________
Relation to Business: ____________________________
Date: ____________________________

City Clerk or Deputy Signature: ____________________________

OFFICIAL USE ONLY

Date Received: 6/29/2020 License Fee Paid: $100 License No: 122A

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [ ], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2021.

Approved by City of Ketchum Idaho by;

Mayor

Approval: 6/30/2020
City of Ketchum

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwarzenberger at taxes@ketchumidaho.org or (208) 726-3841.

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Name: LUNA LLC</td>
</tr>
<tr>
<td>Physical Address where license will be displayed: 300 N. Main St</td>
</tr>
<tr>
<td>Mailing Address: P.O. Box 3515 Ketchum ID 83340</td>
</tr>
<tr>
<td>Recorded Owner of Property: JAKE LANE</td>
</tr>
<tr>
<td>Applicant Phone Number: 208928 6280</td>
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</table>

<table>
<thead>
<tr>
<th>STATE LICENSE NO: 5818306</th>
<th>COUNTY LICENSE NO:</th>
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</thead>
<tbody>
<tr>
<td>Corporation: ✔</td>
<td>Partnership: ✅</td>
</tr>
<tr>
<td>Individual: ✅</td>
<td>If Applicant is a Partnership or Corporation, is the corporation-authorized to do business in Idaho? Yes ✔ No ❌</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEER LICENSE FEES</th>
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</thead>
<tbody>
<tr>
<td>✔ Draft or Bottled or Canned Beer to be consumed on premises $200.00</td>
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<td>Bottled or Canned Beer NOT to be consumed on premises $50.00</td>
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</table>

<table>
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<tr>
<th>WINE LICENSE FEES</th>
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<tr>
<td>✔ Wine, to be consumed on premises $200.00</td>
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<tr>
<td>Wine, NOT to be consumed on premises $200.00</td>
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<table>
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<tr>
<th>LIQUOR LICENSE FEES</th>
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<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine) $560.00</td>
</tr>
</tbody>
</table>

Total Fees Due $400.00

<table>
<thead>
<tr>
<th>ADDITIONAL INFORMATION</th>
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<tbody>
<tr>
<td>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 ☐ No ✔</td>
</tr>
</tbody>
</table>

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 ☐ No ✔
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.

Scott Murray
Applicant Signature

6/20/20
Date

Shareholder
Relation to Business

Matthew Payne
City Clerk or Deputy Signature

<table>
<thead>
<tr>
<th>OFFICIAL USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received: 6/29/2020</td>
</tr>
</tbody>
</table>

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation [ ] Partnership [ ] Individual [X], does hereby make application for a license to sell during the year of August 1, 2020 - July 31, 2020.

Approved by City of Ketchum Idaho by;

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

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzberger at taxer@ketchumidaho.org or (208) 726-3841.

## Applicant Information

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Aspen Skiing Company, LLC</th>
<th>Doing Business As:</th>
<th>Limelight Hotel Ketchum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address where license will be displayed:</td>
<td>151 S. Main Street, Ketchum, ID 83340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>P.O. Box 7081, Ketchum, ID 83340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recorded Owner of Property:</td>
<td>Aspen Skiing Company, LLC d/b/a Limelight Hotel Ketchum</td>
<td></td>
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<tr>
<td>Applicant Phone Number:</td>
<td>(208) 726-0881</td>
<td>Applicant Email:</td>
<td><a href="mailto:rwhite@aspensnowmass.com">rwhite@aspensnowmass.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE LICENSE NO:</th>
<th>(copy required)</th>
<th>COUNTY LICENSE NO:</th>
<th>(copy required)</th>
</tr>
</thead>
</table>

**Corporation:** ☑
**Partnership:**
**Individual:**

If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?

Yes ☑ No ☑

## Beer License Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft or Bottled or Canned Beer to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Bottled or Canned Beer NOT to be consumed on premises</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

## Wine License Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wine, to be consumed on premises</td>
<td>$200.00</td>
</tr>
<tr>
<td>Wine, NOT to be consumed on premises</td>
<td>$200.00</td>
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</tbody>
</table>

## Liquor License Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor by the Drink (Note: Liquor fee includes wine)</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

**Total Fees Due:** $760.00

## 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 ☑ No ☑

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 ☑ No ☑

2,135
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.

John Curnow, General Manager

Applicant Signature

Relation to Business

Date 6/8/2020

Kathleen Schwartzenberger

City Clerk or Deputy Signature

---

**OFFICIAL USE ONLY**

| Date Received: 6-27-2020 | License Fee Paid: $716 | License No: 2135A |

To the City Council, Ketchum, Idaho:
The undersigned, a Corporation, Partnership, Individual, does hereby make application for a license to sell during the year of August 1, 2020, July 31, 2020

Approved by City of Ketchum Idaho by;

Mayor

Approval dated 6/10/2020

City of Ketchum, 4/11/18, Page 2 of 2
Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order 20488
For Material Testing and Inspection

Recommendation and Summary
Staff is recommending the council approve Purchase Order 20488 with Atlas Materials Testing & Inspection for material testing and inspection for the new fire station and adopt the following motion:

“I move to approve Purchase Order 20488 for an amount not to exceed $29,223 with Atlas Materials Testing & Inspection and authorize the Mayor to sign the PO.”

The reasons for the recommendation are as follows:
• The City of Ketchum has awarded a construction contract for the new fire station and will require independent testing and inspection services to verify compliance with contractual requirements.
• The City of Ketchum does not have the required skills and equipment to perform the testing in-house.

Introduction and History
The City of Ketchum voters approved construction of a fire station on November 5, 2019. The Ketchum City Council approved award of a construction contract to CORE | HW LLC on June 26, 2020. The construction plans and specifications require certain independent testing and inspection of certain portions of the work including earthwork, concrete, steel, and other critical elements. As the City does not possess the required skills and testing equipment, it is necessary to contract for such services.

Analysis
The City of Ketchum engaged in a procurement pursuant to both Idaho Code and City policy for such testing and inspection services. Atlas Materials Testing & Inspection submitted a proposal to perform the services for $29,223. The proposal was the lowest responsive one received and is recommended for award.

Sustainability Impact
There is no sustainability impact from this action.

Financial Impact
The project is being funded by a voter-approved $11.5 million bond sale and an allowance for testing was and inspection included within that budget.

Attachments
• Attachment A: Purchase Order 20488
• Attachment B: Atlas Quote
Vendor: Atlas Materials Testing & Inspection  
1141 ½ Airport Way Unit F  
Hailey, ID  83333

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item # / SKU</th>
<th>Description</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<td>Soils Testing &amp; Inspection</td>
<td>$4,226.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Concrete Testing &amp; Inspection</td>
<td>$8,780.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Masonry Testing &amp; Inspection</td>
<td>$6,180.00</td>
</tr>
<tr>
<td>1</td>
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<td>Steel Testing &amp; Inspection</td>
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<tr>
<td>1</td>
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<td>Miscellaneous Items</td>
<td>$3,407.00</td>
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<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$29,223.00</strong></td>
</tr>
</tbody>
</table>

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Work Address is:

City of Ketchum  
Attn: Grant Gager  
107 Saddle Road  
Ketchum, ID  83340

Order Submitted By:

_______________________________
Mayor Neil Bradshaw
Re: Testing and Inspection Services for the Proposed Project: City of Ketchum, Fire Station 1 CMT

The enclosed cost proposal has been prepared for your review and evaluation. Materials Testing & Inspection, LLC (MTI) appreciates the opportunity to submit this estimate to provide materials testing and inspection services on the above referenced project.

The estimate is based on our review of plans, specifications, similar projects, and 2015 IBC requirements. Due to a construction schedule not being available at the time of this estimate being prepared, the estimate is based on a presumed construction schedule. If the construction schedule does not follow MTI’s estimated production rates and schedule, the quantities and number of trips required will vary. Please review the number of trips and quantities to insure that each item follows your construction schedule/production rates. Variances from our estimate and your schedule/production rates will be billed at the indicated unit rates. The result may be a decrease or increase in the total testing and inspection costs. Scope of services for the project has been outlined below:

16,750 SF Masonry and Steel Framed Structure and Associated Site Work - The Scope of Services includes; 1) soils testing and inspection, 2) concrete testing and inspection, 3) epoxy bolt/dowel inspection, 4) masonry testing and inspection, 5) structural steel welding and bolting inspection, 6) spray-applied fireproofing testing and inspection, and 7) asphalt testing and inspection. The scope may be adjusted based on the actual special inspection requirements. Costs will be dependent on the actual number of trips/time for testing and inspections.

A detailed explanation of testing/inspection items for each phase of construction has been provided below:

- **Soils** – Compaction testing will be performed during the 28 planned trips to the project site for this item. In addition, MTI will perform 2 geotechnical observations after stripping activities have taken place to confirm footing bearing surfaces. *Please note MTI’s rate for “Soils Field Density Technician” includes: Qualified MTI inspector equipped with their assigned nuclear densometer (soil density gauge). *MTI does not charge for individual density shots taken.*

- **Concrete** – “Special Inspection” of reinforcing steel and concrete is required. Inspection of reinforcing steel and testing/inspection of concrete will be performed during the 26 planned trips to the project site for placement of thickened slabs, footings, stem walls, flatwork, and curbing. One set of 4 concrete cylinders will be cast for each 100 cubic yards, or fraction thereof, of each concrete mix placed each day. *Please note testing of slump, air, and temperature are included within MTI’s rate for “Concrete Inspector”.*

- **Epoxy Bolting/Doweling** – Special Inspection of Epoxy Bolting/Doweling is required. Inspections will be performed on a continuous basis during the 6 planned trips to the project site for this item to verify the type of epoxy, bolts, dowels, depth of bolt/dowel holes, and the cleanliness of the drilled holes as required by the specifications of the project and the manufacture of the epoxy that will be used. Installation instructions will be confirmed and monitored during the placement of epoxy bolting/doweling.
• **Masonry** – “Special Inspection” of masonry is required. Inspection will consist of inspecting cell conditions and reinforcing steel placement prior to grouting and witnessing of grouting activities during placement. Inspections will be performed on a periodic basis during the 14 planned trips to the project site for this item. Testing will include compressive strength of masonry units, masonry prisms, and grout prisms.

• **Fabrication Shop Inspections** – It has been assumed that the steel materials for this project will be fabricated by an “Approved Fabricator” (AISC Certified Fabrication Shop) as defined by the IBC. Therefore this item has not been included in this estimate. If Fabrication Shop inspections are necessary an estimate will be provided upon request.

• **Structural Steel** – “Special Inspection” of welded and bolted connections is required. Periodic visual welding inspection will be performed on all field welds. Bolted connections will be inspected in accordance with the project specifications. The first trip should be performed at the start-up of welding or bolting operations to check certifications or bolt calibrations and review procedures with on-site welders / steel workers. The 8 intermediate trips should be performed to inspect welds or bolts that are to be covered prior to the final inspection. The final inspection should be performed at the completion of welding and bolting, but prior to departure of the steel crew, to inspect the finished product.

• **Ultrasonic Testing (UT)** – UT will be performed in accordance with the requirements set forth in AWS D1.1 and in conjunction with the project requirements. This estimate is based on the UT of all complete joint penetration welds.

• **Firestopping** - “Special Inspection” of fire stop materials is required. Firestopping will be inspected during the 30 planned trips to the project site for this item

• **Project Management** – Project management and engineer oversight will be provided as required to manage the project and prepare formal reports. Services will generally include the following: attending project meeting, scheduling appropriate field personnel and providing oversight, processing of reports, reviewing project mix designs, reviewing construction documents, preparing invoices, and providing a communication link between project team members.

It is MTI’s intention that our services will complement your efforts towards maintaining the highest standards of quality. Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Respectfully Submitted,
Materials Testing & Inspection, LLC

Emily Taylor
Estimator
Services & Fees

Rates provided herein are for use on this project for the fiscal year as indicated. Services provided outside normal business hours, 8:00am to 5:00pm, or in excess of 8 hours per day, and services performed on Saturdays or Sundays will be invoiced at 1.5x the indicated rate. Services performed on holidays will be billed at 2x the indicated rate. Billing minimums of 2 hours will be assessed for each service performed. Cancellations, for any reason, must be received the prior day by 5:00pm to avoid show up time fee. Reports are distributed using MTI’s E-Reports System unless requested otherwise. Special Handling of reports and/or invoices will be billed out at Project Management rates as indicated herein.

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<tr>
<th>CODE</th>
<th>ITEM</th>
<th># of Trips</th>
<th># of Units</th>
<th>UNIT</th>
<th>RATE</th>
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<td>92414</td>
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<td>$500.00</td>
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<td></td>
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<td></td>
<td>$29,223.00</td>
</tr>
</tbody>
</table>

Please See Notes on Following Page:
The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of CLIENT. By signing below, CLIENT is acknowledging and agreeing to Materials Testing and Inspection’s Terms and Conditions (or available upon request). If the individual below lacks such authority, he/she shall be personally responsible for payment of obligations under this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

Materials Testing & Inspection, LLC

Signature: ___________________________  Signature: ___________________________
Print Name & Title: ___________________________  Print Name & Title: ___________________________
Date: ___________________________  Date: ___________________________

(EOE/AA/MFDV)
July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Amend Resolution #19-025, establishing 2020 Ketchum Planning and Zoning Commission Meeting Dates**

**Recommendation**
Recommend that the City Council move to:

Amend Resolution Number 19-025 setting the 2020 regular meeting dates of the Planning and Zoning Commission and authorizing the Mayor to sign said resolution

**Introduction/History**
Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings. The Council adopted Resolution 19-025 in November 2019 establishing dates and time for the Planning and Zoning Commission meetings.

Since adoption of the resolution, the day of the meeting has changed in addition to the start time. Instead of Mondays at 5:30 pm, the Commission will meet on Tuesdays at 4:30 pm. This change is proposed to afford greater public participation and preparation for the meeting. To date, Commission meetings can last until 10:00-11:00 pm, limiting the ability of Commission, the public and staff to concentrate and participate in the meetings. Starting earlier will improve participation.

**Current Report**
Attached is amended Resolution Number 19-025 setting the regular Planning and Zoning Commission meeting dates for 2020.

**Financial Requirement/Impact**
The City of Ketchum fiscal year 2019/2020 budget has appropriated $17,000 for compensation of Planning and Zoning Commission members for their time and expertise. This budgeted amount is adequate to cover expenses for the Commission in this Fiscal Year.

**Attachments**
Copy of Amended Resolution 19-025
AMENDED RESOLUTION NO. 19-025


WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second Tuesday of each month at 4:30 PM at Ketchum City Hall; and

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2020 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Planning and Zoning Commission for 2020 are as follows:

- Tuesday, August 11th
- Tuesday, September 15th
- Tuesday, October 13th
- Tuesday, November 10th
- Tuesday, December 15th

This Resolution will be in full force and effect upon its adoption this 6th day of July 2020

CITY OF KETCHUM, IDAHO

__________________________
Mayor Neil Bradshaw

Attest:

__________________________
Robin Crotty, City Clerk
July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreements 20482 and 20485 with CenturyLink for placement of telecommunications infrastructure in the City Right-of-Way**

**Recommendation and Summary**
Staff is recommending the Council approve the attached Encroachment Agreements 20482 and 20485 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20482 and 20485 with CenturyLink."

The reasons for the recommendation are as follows:
- The encroachments are necessary to support services at 711 Washington Ave. and 811 Warm Springs Road
- The encroachments will have no impact on pedestrian or public access

**Introduction and History**
A right-of-way agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue for the city. All encroachments into the public right-of-way require approval of specific agreements.

**Analysis**
Staff with the Streets and Facilities Department have reviewed the placement and installation of the proposed utilities and determined it will have no impact on public access or maintenance.

**Financial Impact**
There is no financial impact resulting from approval of this encroachment agreement

Attachments:
Encroachment Agreement 20482 and 20485
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20482

THIS AGREEMENT, made and entered into this _____day of ____, 2020, by and between _____________________, representing CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Washington Ave. and 7th St. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way of Washington Ave. and 7th St., until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors.
or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By: __________________________
    Neil Bradshaw
    Its: Mayor

STATE OF ___________, )
    County of _______. ) ss.

On this _____ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared ______________________, known to me to be the person
who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

STATE OF IDAHO )
    County of Blaine ) ss.

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the
Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing
instrument on behalf of said municipal corporation and acknowledged to me that said municipal
corporation executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

Right-Of-Way Agreement – CenturyLink
AERIAL CONSTRUCTION NOTES:
1. MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
2. MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
3. CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
4. MAINTAIN 60" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
5. SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.
6. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF TRENCH.
7. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
8. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
9. BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
12. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
13. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
14. FLASHING LIGHTS FOR NIGHT VISIBILITY.
15. FOR PITS LESS THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
16. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
17. ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
18. USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 
19. USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 
20. PROVIDE ALL PITS WITH 3'-1" SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
21. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
22. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
23. FOR PITS LESS THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
HH-2398
TO CUSTOMER HH-3144
(NO LOOP NECESSARY)
USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 72 IN ID.

6' FROM EDGE OF FENCE
5' FROM EDGE OF ASPHALT
1-56 EXISTING ENTRANCE TO BASEMENT SNI
440' -1.25" ID WITH 72 FIBER

0+13 PLACE NEW 30X48 HH
HH-2563
0+19 EOP
36'
0+30 EOP
0+36 SIDEWALK

CUSTOMER COPPER IS FED FROM ALLEY TERM
THE CUSTOMER (2) 6PR ARE IN A 1" CONDUIT FROM TERMINAL TO BASEMENT SNI

NOTES:
CONTINUE PLACING.... 48 FIBER FROM HH2152 (50' LOOP) TO CUSTOMER HH-3144
(NO LOOP NECESSARY)
USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 72 IN ID.

1. INTERCEPT EXISTING 1.25" ID WITH 72 FIBER & PLACE 48 FIBER TO NEW 30X48 HH IN FUTURE PARALLEL PARKING AREA (13' OFF PROPERTYLINE)
2. PLACE 156' 1.25" ID BY BORING FROM NEW HANDHOLE TO CUSTOMER SNI IN BASEMENT THEN 25' TO EQUIPMENT CLOSET ON MAIN FLOOR.
3. PLACE 12 TRANSITION FIBER FROM NEW HH (50' LOOP) TO CUSTOMER BB.
4. CONTINUE PLACING PC-5B12LT-048 FIBER IN EXISTING 1.25" ID FROM NEW BDO7CPMH TO HH 2398.

GEO: 360231
TAX: 060000
CCLI: KTCHIDEA
BLAINE COUNTY

SCOPE OF WORK: FIBER ENTRANCE
RLB ARCHITECTURAL
ADDRESS: 711 WASHINGTON AVE,
KETCHUM ID 83340

REVISIONS

NOTES:
CONTINUE PLACING.... 48 FIBER FROM HH2152 (50' LOOP) TO CUSTOMER HH-3144
(NO LOOP NECESSARY)
USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 72 IN ID.

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REVISIONS

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GEO: 360231
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BLAINE COUNTY

SCOPE OF WORK: FIBER ENTRANCE
RLB ARCHITECTURAL
ADDRESS: 711 WASHINGTON AVE,
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REVISIONS

NOTES:
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3. PLACE 12 TRANSITION FIBER FROM NEW HH (50' LOOP) TO CUSTOMER BB.
4. CONTINUE PLACING PC-5B12LT-048 FIBER IN EXISTING 1.25" ID FROM NEW BDO7CPMH TO HH 2398.
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20485

THIS AGREEMENT, made and entered into this _____day of ____, 2020, by and between ________________, representing CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road and 8th St. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way of Warm Springs Road and 8th St., until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, street, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed.
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By: __________________________
    __________________________
        Its: Mayor

By: __________________________
    Neil Bradshaw

STATE OF __________, )
    County of ________.

    On this _____ day of __________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared ___________________, known to me to be the person
who executed the foregoing instrument and acknowledged to me that he executed the same.

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

    _______________________________
    Notary Public for _______________
    Residing at _____________________
    Commission expires ____________

STATE OF IDAHO )
    County of Blaine ) ss.

    On this ___ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the
Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing
instrument on behalf of said municipal corporation and acknowledged to me that said municipal
corporation executed the same.

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

    _______________________________
    Notary Public for _______________
    Residing at _____________________
    Commission expires ____________
CONSTRUCTION NOTES:

1. UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
2. THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOWN. CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. FOR UNDERGROUND Activity: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
   a. PROVIDE ALL PITS WITH 1.5' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
   b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF TRENCH.
   c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
5. TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NORMAL/GUIDED BORING METHOD RECOMMENDED WHEN BORING.
8. ADHER TO AERIAL GUIDELINES UNLESS OTHERWISE NOTED.
9. BOND (BURIED) AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
10. ADDITIONAL PED ESTABLISHMENTS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
11. ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
12. ALL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE, AND LOCAL REGULATIONS.
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14. EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
15. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.
NOTES:
1. 152' BORE UNDER SIDEWALK TO ALLEY.
2. TRENCH 64' TO CUST HH-3144.
3. AT HH CAN ACCESS 1.25" OCCUPIED DUCT.
4. PULL 48 FIBER FROM HH2152 (50' LOOP) TO CUSTOMER HH-3144
   (NO LOOP NECESSARY)
   USE PC-5B12LT-048 (UG FIBER) BECAUSE BURIED FIBER WILL NOT FIT WITH 72 IN ID.
Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Right-of-Way Encroachment Agreements 20481 and 20484 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way**

**Recommendation and Summary**
Staff is recommending the Council approve the attached Encroachment Agreement 20481 and 20484 and adopt the following motion:

“I move to authorize the Mayor to sign Encroachment Agreement 20481 and 20484 with Cox Communications.”

The reasons for the recommendation are as follows:
- The encroachments are necessary to provide communication services to 120 2nd Ave. and support services at 811 Warm Springs Rd., 831 Warm Springs Rd., and 871 Warm Springs Rd.
- The encroachment will have no impact on pedestrian or public access

**Introduction and History**
Cox Communications would like to install approximately 400 ft of new fiber in a 2-conduit and a traffic rated vault within the City’s right-of-way in the alley between River St. and 2nd St. east of 2nd Ave. to service 120 2nd Ave. and install approximately 1400 ft of new fiber and conduit within the City’s right-of-way along Warm Springs Rd., 4 underground vaults, and 2 pedestals within the alley between 8th and 9th Streets to service customers.

City code requires a right-of-way encroachment agreement for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

**Analysis**
Engineering and Streets have reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

**Financial Impact**
There is no financial impact resulting from approval of this encroachment agreement.

Attachments:
Encroachment Agreement 20481 and 20484
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20481

THIS AGREEMENT, made and entered into this _____day of ____, 2020, by and between _____________________, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way in the alley between River Street and 2nd Street. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way in the alley between River Street and 2nd Street, until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, street, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By: __________________________
    __________________________
    __________________________
    Neil Bradshaw
    Its: Mayor

STATE OF ___________, )
    County of ________. ) ss.

On this _____ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared __________________, known to me to be the person
who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________

STATE OF IDAHO )
    ) ss.
    County of Blaine )

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in
and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the
Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing
instrument on behalf of said municipal corporation and acknowledged to me that said municipal
corporation executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________
CONSTRUCTION NOTES

1. No concrete, gravel, or fill material may be placed on the roadway until the contractor has obtained a permit from the City of Ketchum for the material to be placed.

2. The contractor shall provide a copy of the approved plans to the City of Ketchum prior to any construction.

3. All construction shall be in accordance with the Idaho Standards for Public Works Construction (ISPWC) and the City of Ketchum regulations.

4. All work shall be performed in a manner that minimizes disruption to businesses and residents.

5. The contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

6. The contractor shall keep the site clean and free of debris.

7. All work shall be completed to the satisfaction of the City of Ketchum.

8. The contractor shall provide a certificate of completion to the City of Ketchum.

9. No holes open overnight more than one foot deep (unless plated or barricaded per the City of Ketchum).

10. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.

11. No holes open overnight more than one foot deep (unless plated or barricaded).

12. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).

13. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.

14.  Keep asphalt cut joints out of wheel lanes if possible.

15. MUTCD).

16.excavation to the subgrade elevation and prior to placing course gravel, the contractor shall proof roll the subgrade with a 5-ton roller. the contractor shall water or aerate subgrade as necessary.

17. compacted to 95% of maximum density as determined by ASTM D-698. the contractor shall water or aerate subgrade as necessary.

18. all clearing & grubbing shall conform to ISPWC section 201.

19. all construction shall be in accordance with the most current edition of the "Idaho Standards for Public Works Construction" (ISPWC) and the City of Ketchum regulations.

20. the contractor shall coordinate dry utility facilities impacts (power, cable, phone, TV) with the appropriate utility franchise.

21. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

22. the contractor shall prepare a plan set for Cox Communications, Inc. and request it be added to this map.

23. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

24. the contractor shall coordinate dewatering requirements with the City of Ketchum.

25. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

26. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

27. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

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50. the contractor shall coordinate with the City of Ketchum for any necessary permits or approvals.

GENERAL NOTES

1. These product plans are to provide repair details for disturbances associated with subsurface utility impacts. The contractor shall provide proof to the City of Ketchum to verify the subsurface utility impacts.

2. Right-of-way information shown herein are approximate (Blaine County, ID).

3. Subsurface utility locations are approximate and are based on City of Ketchum standards.

4. Special engineering services provided by the contractor.

5. Cost of repair services provided by the contractor.

6. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.

7. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).

8. Keep one lane open always unless full closure is necessary (access for residential and businesses must be maintained).

9. Keep asphalt cut joints out of wheel lanes if possible.

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13. Keep asphalt cut joints out of wheel lanes if possible.

WATER DEPARTMENT NOTE

No less than 5' of separation from all utility services, both new and existing is required. It is the contractor's responsibility to locate and protect all utility services.

STREET DEPARTMENT NOTES

1. Project is subject to approval.

2. Bike lanes is optional which will require more detailed traffic analysis prior.

3. Full construction complete in a timely manner is required.

4. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.

5. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).

6. Keep one lane open always unless full closure is necessary (access for residential and businesses must be maintained).

7. Keep asphalt cut joints out of wheel lanes if possible.

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50. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).
PLAN VIEW 1ST AVE/2ND AVE ALLEY FROM RIVER STREET TO 2ND STREET

NOTES:
1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
3. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

LEGEND
PROPERTY LINES- BLAINE COUNTY GIS
EXISTING BURRIED POWER LINE PER IDAHO POWER
EXISTING POWER STRUCTURE
EXISTING WATER MAIN
EXISTING FIRE HYDRANT
EXISTING WATER VALVE
EXISTING SEWER MAIN
PROPOSED COMMUNICATIONS LINE
APPROX. BORING LOCATION SHOWN PER COX COMMUNICATIONS
POTENTIAL DISTURBED AREA
MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

VAULT DETAIL
NEW VAULT WITH TRAFFIC RATED LID, SEE DETAIL 1, THIS SHEET

ADDITIONAL BODY DEPTHS

BODY SPECIFICATIONS

C2.0

120 2ND AVE ALLEY
1ST STREET
2ND STREET
RIVER STREET
191 1ST ST
160 2ND ST
180 2ND ST

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20484

THIS AGREEMENT, made and entered into this _____ day of ____, 2020, by and between _____________________, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road, 9th Street, and the alley between 8th and 9th Streets. These improvements are shown in Exhibit “A” attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit “A” within the public right-of-way of Warm Springs, 9th Street, and the alley between 8th and 9th Streets, until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

3. Owner shall be responsible for restoring the sidewalk, street, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner’s part to be performed.
under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
OWNER: CITY OF KETCHUM:

By:______________________ By: __________________________
    __________________           Neil Bradshaw
    Its:     Mayor

STATE OF ___________, )
    ) ss.
County of ________. )

On this _____ day of ___________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared __________________, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

_____________________________
Notary Public for  _______________
Residing at  ___________________
Commission expires  ____________

STATE OF IDAHO )
    ) ss.
County of Blaine )

On this ___ day of ___________, 2020, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

_____________________________
Notary Public for _______________
Residing at ___________________
Commission expires ____________
CONSTRUCTION NOTES
1. The scope of work is subject to change due to unforeseen conditions. The contractor shall be responsible for the proper installation of all work shown. Before work begins, the contractor shall verify all locations with City of Ketchum's construction staff. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.
2. The contractor shall verify all locations with City of Ketchum's construction staff before work begins. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.
3. All work must be completed in accordance with the City of Ketchum's construction standards. The contractor shall be responsible for obtaining and maintaining a copy of the ISPWC and any other necessary permits.
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5. All work shall be performed in accordance with the City of Ketchum's construction standards. The contractor shall be responsible for obtaining and maintaining a copy of the ISPWC and any other necessary permits.

GENERAL NOTES
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4. All work shall be performed in accordance with the City of Ketchum's construction standards. The contractor shall be responsible for obtaining and maintaining a copy of the ISPWC and any other necessary permits.

WATER DEPARTMENT NOTE
The water department note is subject to change due to unforeseen conditions. The contractor shall be responsible for the proper installation of all work shown. Before work begins, the contractor shall verify all locations with City of Ketchum's construction staff. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.

STREET DEPARTMENT NOTES
1. The street department notes are subject to change due to unforeseen conditions. The contractor shall be responsible for the proper installation of all work shown. Before work begins, the contractor shall verify all locations with City of Ketchum's construction staff. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.
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COX COMMUNICATIONS WARM SPRINGS ROAD BORING PROJECT
SUMMER 2020

CONSTRUCTION NOTES
1. The scope of work is subject to change due to unforeseen conditions. The contractor shall be responsible for the proper installation of all work shown. Before work begins, the contractor shall verify all locations with City of Ketchum's construction staff. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.
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WATER DEPARTMENT NOTE
The water department note is subject to change due to unforeseen conditions. The contractor shall be responsible for the proper installation of all work shown. Before work begins, the contractor shall verify all locations with City of Ketchum's construction staff. If work is found to be incorrect, the contractor shall be responsible for locating and correcting the work.

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4. All work shall be performed in accordance with the City of Ketchum's construction standards. The contractor shall be responsible for obtaining and maintaining a copy of the ISPWC and any other necessary permits.
**OPTIMUS PEDESTAL**

**OP 12123, OP 12126**

**FEATURES**
- Fully validated and designed to support a full range of both broad-based and specialized network applications for copper, fiber, and data cables.
- Engineered to be non-destructive for both new construction and future upgrades programs.
- OP Series enclosures provide configuration for splicing, cable management, and hop/switch deployment.
- Heavy gauge steel support structure is available with powder coat finish.
- Designed, interlocking base design accommodates multiple conduit entrances and provides a solid mounting foundation, without the need of additional mounting straps.

**VAULT AND PEDESTAL DETAILS**

**CODE REFERENCES**

- N.T.S.
- C1.1

**RESPONSE TO CITY COMMENTS DATED 05/12/20**

05/20/2020

**LOCATION**

Located within Section 13, T.4 N., R.17 E., B.M., City of Ketchum, Blaine County, Idaho

**PREPARED FOR**

Cox Communications

**ISSUE FOR AGENCY REVIEW (04/30/20)**

**ORIGINAL SIGNED BY**

Samantha Stahnacker

**DATE ORIGINAL SIGNED:**

05/20/2020

**ORIGINAL ON FILE AT**

Office of Galena Engineering

(Manley, ID)
NOTES
1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
   AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
4. SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM UTILITY AND DRAINAGE LOCATION MAPS.
5. ALL UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM UTILITY AND DRAINAGELOCATION MAPS.
6. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGES SHALL RESULT IN EQUAL OR BETTER QUALITY.

LEGEND
- PROPOSED COMMUNICATIONS LINE
- EXISTING UTILITIES WITHIN SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
- PROPOSED COMMUNICATIONS VAULT
- EXISTING WATER VAULT
- PROPOSED PEDESTAL
- EXISTING PEDESTAL TO BE REPLACED
- APPROXIMATE LOCATION SHOWN

C2.0
July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Adopt Resolution 20-016 Establishing Face Covering Measures

Recommendation and Summary
The Mayor is recommending the council adopt Resolution 20-016 and adopt the following motion:

I move to adopt Resolution 20-016.

The reasons for the recommendation are as follows:
- There is a desire to establish measures for wearing face coverings
- A resolution is proposed due to the challenges of enforcing mandatory regulations

Introduction and History
The city of Ketchum has taken a number of actions to slow the spread of COVID-19 in the community. The proposed resolution, similar to that adopted by Blaine County, is proposed for Council action. Also included as an attachment is a Health Order should the Council decide to mandate face coverings. The health order is similar to the order adopted by the City of Hailey.

As proposed, the Resolution would be in effect until December 31, 2020. The health order, similar to what was adopted by the City of Hailey, has no expiration date. The health order provides for a $100 penalty for violations.

Financial Impact
There is no financial impact associated with the recommendation.

Attachments:
Resolution 20-016
Health Order 20-03
CITY OF KETCHUM RESOLUTION 20-016

RESOLUTION OF THE KETCHUM CITY COUNCIL ESTABLISHING STANDARDS FOR FACE COVERINGS FOR INDIVIDUALS WHEN THEY ARE IN PUBLIC PLACES

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, the CDC reports that people are most contagious when they are most symptomatic (the sickest) however some spread might be possible before people show symptoms although that is not the main way the virus spreads; and

WHEREAS, on March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, as of June 29, 2020, Idaho was reporting 5752 total cases of COVID-19; and

WHEREAS, the risk of community spread throughout the city of Ketchum impacts the life and health of the public, and imperils public health by the person-to-person spread of COVID-19, it is, therefore, necessary to reduce opportunities for the person-to-person transmission of COVID-19 to combat the spread of the disease; and

WHEREAS, infection rates in Idaho have significantly increased in urban areas in recent weeks, and have begun to increase in Blaine County partially due to a swell of summer visitors; and

WHEREAS, the increase in infections is likely to result in an increase in hospitalizations and usage of ICU beds and ventilators; and

WHEREAS, there are no ICU beds or ventilators in Blaine County and there is concern among health care providers in Blaine County that a spike in COVID-19 cases in Blaine County will result in a need to divert critically ill patients, which need will not be met due to a lack of available ICU beds and ventilators statewide; and
WHEREAS, wearing face coverings is an effective, inexpensive, and simple method of lessening community spread of the COVID-19 virus; and

WHEREAS, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the protection provided by wearing facial coverings;

NOW, THEREFORE, the Mayor and City Council hereby resolve as follows:

Section 1. Every person is expected to wear a face covering that completely covers the person's nose and mouth when the person is in a public place and others are present. For purposes of this Resolution:

a. "Public place" means any place, indoor or outdoor, that is open to the public and includes, but is not limited to, businesses or other establishments where people assemble and interact, or members of the general public may enter.

Section 2. Facial coverings are not expected to be worn under the following circumstances:

a. Children under the age of 5. Parents or guardians are responsible for ensuring that children between the ages of 5 and 17 wear appropriate face coverings as identified under this Resolution.

b. Persons with medical conditions that prevent them from wearing a face covering.

c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.

d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.

f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as they engage in social distancing.

g. Persons who are engaged in outdoor activities, work, recreation, or exercise, so long as they engage in social distancing.

h. Persons who are engaged in indoor exercise, so long as they engage in social distancing.

Section 3. All individuals are expected, except as exempted above, to comply with these standards.
Section 4. This Resolution shall be in full force and effect immediately upon adoption and shall expire on December 31, 2020 unless repealed, amended or extended.

Passed and approved by the Ketchum City Council on the 6th day of July 2020.

APPROVED:

________________________
Neil Bradshaw
Mayor

ATTEST

________________________
Robin Crotty, City Clerk
CITY OF KETCHUM
PUBLIC HEALTH EMERGENCY ORDER 20-03

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other through respiratory droplets; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern; and

WHEREAS, the CDC reports that people are most contagious when they are most symptomatic (the sickest) however some spread might be possible before people show symptoms although that is not the main way the virus spreads; and

WHEREAS, on and after March 13, 2020, Idaho Governor Brad Little signed a declaration of emergency for the State of Idaho in response to concerns that cases of COVID-19 are imminent in Idaho; and

WHEREAS, on and after March 13, 2020, the Idaho Governor issued a series Orders addressing public health measures to slow the spread of COVID-19 including the current Stay Healthy Guidelines signed June 11, 2020, and inclusive of the Idaho Rebounds Plan; and

WHEREAS, as of June 30, 2020, Idaho was reporting 5752 total cases of COVID-19, including 209 new cases on June 29, 2020 and 91 deaths to date; and

WHEREAS, on March 18, 2020 the Mayor of the city of Ketchum declared a local disaster emergency, and on March 23, 2020 the Ketchum City Council consented and adopted the Declaration as per the Disaster Preparedness Act (Title 46, Chapter 10 of the Idaho Code), in the city of Ketchum due to the threat that COVID-19 poses to the health and welfare of the residents of Ketchum; and

WHEREAS, on March 23, 2020, the Council for the city of Ketchum adopted Ordinance 1207 establishing emergency powers that provide the authority, purpose, and intent of emergency powers to address the threat of COVID-19; and

WHEREAS, infection rates in Idaho have significantly increased in urban areas in recent weeks, and have begun to increase in Blaine County partially due to a swell of summer visitors; and

WHEREAS, the emergency services and local healthcare facilities have limited capacity to handle a significant increase in COVID-19 confirmed cases in Blaine County; and
**WHEREAS**, the CDC recommends that people wear cloth face coverings in public settings, especially when other social distancing measures are difficult to maintain; and

**WHEREAS**, there is a continuing and urgent need to protect all residents, employees and visitors in the city of Ketchum from the risks relating to the COVID-19 pandemic through the

**WHEREAS**, the city of Ketchum Mayor and City Council find it necessary to enact additional regulations to strengthen the June 13, 2020 Stage 4 Stay Healthy Guidelines to slow the community spread and protect the health, safety, and welfare of individuals living, working and visiting the city of Ketchum; and

**WHEREAS**, this Order was considered and approved by the City Council in accordance with provisions of Emergency Ordinance 1207;

**NOW, THEREFORE**, the Mayor and City Council do hereby adopt the following regulations, which shall supersede all prior Public Health Emergency Orders issued by the city of Ketchum, and which shall be in effect until rescinded, superseded or amended by the Mayor or City Council.

**SECTION 1 FACE COVERINGS**

Every person, shall, when in any indoor public place, completely cover their nose and mouth when members of the public are physically present for otherwise unprotected social interaction.

1. **DEFINITIONS:** For purposes of this Public Health Emergency Order “public place” shall mean any place open to all members of public without specific invitation, including but not necessarily limited to, retail business establishments, government offices, medical, educational, arts and recreational institutions, public transportation, including taxi cabs and ridesharing vehicles. “Members of the public” shall mean persons not therein employed, present without invitation.

2. **EXEMPTIONS:**

   a. Children under the age of 5.

   b. Persons who cannot medically tolerate wearing a face covering. A person is not required to provide documentation demonstrating that the person cannot medically tolerate wearing a face covering.

   c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
d. Persons, including on-duty law-enforcement officers, for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

e. Persons who are obtaining a service involving the nose, face, or head for which temporary removal of the face covering is necessary to perform the service.

f. Persons who are eating or drinking at a restaurant or other establishment that offers food or beverage service, so long as the person is able to maintain a distance of 6 feet away from persons who are not members of the same household or party as the person.

g. Outdoor public places where people can employ social distancing as recommended by CDC.

SECTION 2 PENALTIES

Any person who violates any provision of this Order, shall be guilty of an infraction, punishable by a fine of $100.

SECTION 3 EFFECTIVE DATE AND SUNSET DATE

This Emergency Order shall take effect at 12:00 a.m., on July 7, 2020 and shall remain in effect until rescinded, superseded or amended by the Mayor or City Council.

Passed and approved by the Ketchum City Council on the 6th day of July 2020.

APPROVED:

________________________
Neil Bradshaw
Mayor

ATTEST

________________________
Robin Crotty, City Clerk
July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration and Approval of 2020 Events and Park Reservations

Recommendation and Summary
On May 18, City Council agreed to review and approve park reservation and special event applications and require them to submit a COVID plan. This report provides the required information for the Sawtooth Brewery Tuesday Trivia Night and Community Library Distinguished Lecture special events, and park reservations for Tugboat Institute, Girl Scouts of Silver Sage Council, and the Schubert baby shower. It is recommended the council approve or deny the following applications and adopt the following motions:

“I move to approve/deny the Special Events License Application submitted for the Sawtooth Brewery Tuesday Trivia Night.”

“I move to approve/deny the Special Events License Application submitted for the Community Library Hemmingway Distinguished Lecture.”

“I move to approve/deny the Park Reservation Application submitted for the Tugboat Institute.”

“I move to approve/deny the Park Reservation Application submitted for the Girl Scouts of Silver Sage Council.”

“I move to approve/deny the Park Reservation Application submitted for the Schubert baby shower.”

The reasons for the recommendation are as follows:

- Ketchum City Council requested the authority to review and approve all 2020 Special Events and Park Reservations.
- All applicants have developed and submitted a COVID plan.
- The special events provide activity for residents and visitors.

Introduction and History
Currently under the State order, people arriving to Idaho from states with a high occurrence of COVID should quarantine for 14 days. This still may be the case in the coming months.
On May 26, the State of Idaho issued interim guidance for safe gatherings and public events, with planning recommendations for after Stage 4. The protocols direct event planners to use the practices outlined in the previous stages, which include allowing for groups larger than 50 people where physical distancing of six feet can be maintained for employees and attendees, wearing cloth face coverings in public places, providing adequate sanitation services, ensuring frequent disinfection of event location and regular cleaning of high-touch surfaces, limiting close interactions with attendees, among others. Planners should also know the level of disease transmission in the local community and the level of transmission in the areas from which the attendees will travel from. This report provides details for each event for Council’s consideration.

**Analysis**

**Sawtooth Brewery Tuesday Trivia Night**

The Sawtooth Brewery Tuesday Trivia Night is scheduled for 10 weeks beginning on July 7th and running through September 8th at Forest Service Park. This event anticipates weekly attendance of 50-60 guests and 4 staff members with a predominately local demographic. The event is open to the public, but not marketed outside the Wood River Valley. The event is open to the public for 2.5 hours each week from 6:00pm – 8:30pm.

The proposed usable venue for the Sawtooth Brewery Trivia night at Forest Service Park is approximately 7,500 square feet. Using a three-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed venue, assuming all attendees and staff are socially distanced and not members of the same household/family unit, the capacity for the proposed venue is 262 people.

**Community Library Hemmingway Distinguished Lecture**

The Community Library Hemmingway Distinguished Lecture is scheduled for July 16th on 4th Street between Spruce and Walnut Avenues. This event anticipates an attendance of 100 guests and 10 staff members with a predominately local demographic. The event is open to the public, but not marketed outside the Wood River Valley. The event is open to the public for approximately 2 hours from 6:00pm – 8:00pm. The percentage of out-of-state attendees is unknown.

The proposed usable venue for the Community Library Hemmingway Distinguished Lecture is approximately 5,500 square feet. Using a three-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed venue, assuming all attendees and staff are socially distanced and not members of the same household/family unit, the capacity for the proposed venue is 192 people.

**Tugboat Institute**

The Tugboat Institute is scheduled for a two-day park reservation on August 25th and August 26th at Forest Service park from 7am-1pm. The event anticipates 75 attendees each day. The park reservation is scheduled to accommodate socially distanced breakfast and lunch for conference attendees. Several attendees will join from Blaine County, as well as attendees from the following 25 states:

- Arkansas
- Arizona
- California
- Colorado
- Florida
- Georgia
- Iowa
- Illinois
- Kansas
- Massachusetts
- Maryland
- Michigan
- Missouri
- Montana
The event is private, with guests invited by the conference organizer.

The proposed venue at Forest Service park approximately 7,500 square feet. Using a 3-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed Forest Service park venue is 262 people, assuming all attendees are socially distanced and not members of the same household/family unit.

**Girl Scouts of Silver Sage Council**

The Girl Scouts of Silver Sage Council event is scheduled for July 18th at the Atkinson park picnic shelter. The event organizer anticipates 25 attendees at their event. All attendees are from the Wood River Valley including multiple family units. The event is private, with guests invited by the organizer. This reservation is scheduled from 4:00pm – 6:00 pm.

The proposed venue for the July 18th event at the Atkinson Park picnic shelter is approximately 1,000 square feet. Using a 3-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed Atkinson Park venue is 35 people, assuming all attendees are socially distanced and not members of the same household/family unit.

**Schubert Baby Shower**

The Schubert baby shower event is scheduled for July 25th at Rotary Park. The event is private, with guests invited by the organizer. The event organizer anticipates 25-30 attendees at their event. Attendees are from the Wood River Valley including multiple family units and second homeowners. This reservation is scheduled from 9:45am – 1:30pm.

The proposed venue for the July 25th event at Rotary park is approximately 3,100 square feet. Using a 3-foot radius per person to establish social distancing, each individual potentially occupies 28 square feet, allowing for 35 people per 1000 square feet. Using this formula, the maximum capacity for the proposed Rotary park venue is 108 people, assuming all attendees are socially distanced and not members of the same household/family unit.

**Sustainability Impact**

There is no sustainability impact.

**Financial Impact**

There is no financial impact.

**Attachments:**

- Sawtooth Brewery Tuesday Trivia Night plan & map
- Community Library Hemmingway Distinguished Lecture COVID-19 plan & map
- Tugboat Institute COVID-19 plan & map
- Girl Scouts of Silver Sage Council COVID-19 plan & map
- Schubert Baby Shower COVID-19 plan & map
City of Ketchum Request for COVID-19 Plan

The current COVID-19 pandemic prompted the City of Ketchum to reevaluate all existing events and park reservations. In order to evaluate each event and reservation, the City of Ketchum has developed the following request for mapping and information as outlined below.

Site Plan Including Locations of the Following (Must Reflect 6 Foot Physical Distancing):

- Ceremony Location
- Seating Plan Showing Number of Guests per Table
- Restrooms and Handwashing Stations Plan (City Restrooms are Closed)
- Food and Beverage Station Locations
- Stage and Dancefloor
- High-Touch Areas (Gift Tables, Seating Card Tables, etc.)
- Onsite Signage Including CDC Recommendations for Large Gatherings
- Traffic Flow Signage

Please Provide Answers to the Following Questions:

What is your event?
Weekly Trivia in Forest Service Park

Where will your event take place?
Tuesdays July 7-Sept. 1

How many people will attend your event?
Less than 40-60 people

What areas of the country/state will your guests be arriving from (Please List)?
Wood River Valley
Open to the public, but not marketed to them.

What are your protocols for guests arriving from COVID hotspots?
Follow state and local guidelines for their visit to the valley. Individuals will not be traveling in specifically for this event.

Where will your guests be staying if they are non-residents?
Individuals will not be traveling in specifically for this event.

Hotel:
Short Term Rental:
Other:
Are you allowing guests to attend who are experiencing COVID symptoms?
No. At all points of entry signage will state that attendees experience fever or other COVID-19 symptoms are prohibited from entering.

Will you provide face masks, hand sanitizer or gloves for your guests?
We will have hand sanitizer available for our guests and the food truck and at the host table. Masks will need to be provided by the guests and will be encouraged. Requirements will follow state and local guidelines.

Who will provide food and beverage at your event (if applicable)?
Sawtooth Brewery, all served from our Outpost Food Truck. No

Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event?
Yes.

Have your event contractors (tents, tables, chairs, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?
Yes, Game Night Live will follow guidelines.

What is your contingency plan in the event of a COVID outbreak?
Cancellation on a week by week basis based on current levels in Blaine County and local, state, and national guidelines.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Submitted By: ______________________

Signed:_____________________________  Date: ____/____/____
EVENT TENT LOCATIONS AND CLEARANCES

WASHINGTON AVE

10'x10' TENT

LIMELIGHT HOTEL
PLAZA

Sawtooth Brewery Food Truck and delivery van
All food and beverage service
Hand Sanitizer
Mask & Distancing Signage

Trash
Recycling

FOREST SERVICE PARK

WASHINGTON AVENUE

1/16" = 1'-0"
City of Ketchum Request for COVID-19 Plan

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Site Plan Including Locations of the Following (Must Reflect 6 Foot Physical Distancing):

- Ceremony Location – See site plan
- Seating Plan Showing Number of Guests per Table – N/A. People will bring their own camp chairs. We will actively encourage groups and individuals to sit 6 feet apart as they enter, and we will have staff and volunteers roaming around the area to make sure distancing is being practiced.
- Restrooms and Handwashing Stations Plan (City Restrooms are Closed) – Attendees will be able to use all nine ADA accessible restrooms inside the Library, accessed from three entrances. There will be hand sanitizing stations around the site as well.
- Food and Beverage Station Locations – N/A
- Stage and Dancefloor – See site plan for stage, which is on the Hemingway Veranda of the Library.
- High-Touch Areas (Gift Tables, Seating Card Tables, etc.) – None
- Onsite Signage Including CDC Recommendations for Large Gatherings – We will have signage throughout the site, and at the entrances to the block. Greeters will be positioned at the entrances to talk to people about mask wearing, hand sanitizing, and distancing.
- Traffic Flow Signage – See site plan

Please Provide Answers to the Following Questions:

What is your event?
An outdoor lecture that will last approximately two hours.

Where will your event take place?
At The Community Library and on 4th Street between Walnut and Spruce Avenues. The speaker will be on a veranda of the Library, and the audience will be spread out on the Library’s lawn, city sidewalks, and on the closed portion of 4th Street.

How many people will attend your event?
We expect over a hundred people.

What areas of the country/state will your guests be arriving from (Please List)?
The event is only being publicized within the Wood River Valley, so guests will primarily be locals and second homeowners/tourists who are in town at the time. Our speaker is traveling from Main, but will arrive five days before the lecture.

What are your protocols for guests arriving from COVID hotspots?
Since the event is free and open, we will now know the origins of specific attendees. We will have signage up encouraging wearing masks and social distancing, and we will have hand sanitizing stations...
around the area. Attendees will be encourage in our marketing leading up to the event, from signage at
the event, and from speakers during the event to practice CDC appropriate actions.

Where will your guests be staying if they are non-residents?
The attendees will be staying in various unknown locations. Only the lodging of the speaker is known—he will be at the Hemingway House Writer-In-Residence apartment.

Are you allowing guests to attend who are experiencing COVID symptoms?
While we cannot explicitly prevent people from attending who are experiencing symptoms, we will encourage people to stay home in all promotional materials and interviews leading up to the event. We will be heavily promoting that the lecture will be Livestreamed and recorded, so it will be available to any who aren’t feeling well. We will also reiterate when the event starts that anyone experiencing symptoms should stay home per the current CDC guidelines.

Will you provide face masks, hand sanitizer or gloves for your guests?
We will provide hand sanitizing stations throughout the area. We may be able to hand out some masks. Face masks will be strongly encouraged, but since the event it outdoors and largely in a public area, we will not require masks. We will be actively working to keep groups six feet apart.

Who will provide food and beverage at your event (if applicable)?
N/A.

Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event?
N/A.

Have your event contractors (tents, tables, chairs, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?
N/A. Attendees will bring their own chairs, and the Library is handling all other logistics with staff and volunteers.

What is your contingency plan in the event of a COVID outbreak?
We will cancel the in-person component of the programs and livestream a lecture from inside the (at-that-point-closed) Library.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Submitted By: Martha Williams, Programs and Education Manager, The Community Library

Signed: [Signature] Date: 6/25/2020
City of Ketchum Request for COVID-19 Plan

The current COVID-19 pandemic prompted the City of Ketchum to reevaluate all existing events and park reservations. In order to evaluate each event and reservation, the City of Ketchum has developed the following request for mapping and information as outlined below.

Site Plan Including Locations of the Following (Must Reflect 6 Foot Physical Distancing):

- Ceremony Location
- Seating Plan Showing Number of Guests per Table
- Restrooms and Handwashing Stations Plan (City Restrooms are Closed)
- Food and Beverage Station Locations
- Stage and Dancefloor
- High-Touch Areas (Gift Tables, Seating Card Tables, etc.)
- Onsite Signage Including CDC Recommendations for Large Gatherings
- Traffic Flow Signage

Please Provide Answers to the Following Questions:

What is your event?
Tugboat Institute Summit 2020

Where will your event take place?
Breakfast and lunch: Spread between Limelight Hotel terrace area and Forest Service park

Other venues: Sun Valley Resort, Limelight Hotel, The Argyros Performing Arts Center, and one private residence.

How many people will attend your event?
Approximately 100 or less

What areas of the country/state will your guests be arriving from (Please List)?
As of June 26, 2020, we have several registrants who will join us from Blaine County. Additional registrants come from these 25 additional states: AR; AZ; CA; CO; FL; GA; IA; IL; KS; MA; MD; MI; MO; MT; NE; NV; OH; OK; OR; PA; SC; TN; TX; WA; WY

What are your protocols for guests arriving from COVID hotspots?
As of June 26, 2020 - Idaho is on track to be in Stage 4 (or above) of the Idaho Rebound Program. Most if not all attendees will travel directly into Sun Valley without visiting other Idaho counties.

Tugboat Institute will comply with all State regulations on public gatherings and Interim Guidance for Safe Gatherings and Public Events in Idaho as outlined in Idaho Rebounds — as well as any additional guidance issued between now and then.
If an attendee is coming from a State or region with travel restrictions or quarantine, Tugboat Institute will strongly recommend that attendees do not participate and stay home. All attendees will be encouraged to get tested for COVID-19 prior to attending Tugboat Institute Summit, and comply with masking and safety measures throughout the event. Should any guest develop symptoms of COVID-19, they may not attend.

Tugboat Institute will have weekly communications with attendees and vendors beginning June 15, 2020, and include any updates on COVID in the State and Blaine County, as well as any additional changes or cancelations.

Tugboat Institute will have contact with the local health district leading into the event, and will understand current community risk for exposure to COVID-19.

**Where will your guests be staying if they are non-residents?**

Non-resident guests will primarily be staying between the Limelight Hotel and Sun Valley Resort. Some guests may choose to stay in vacation rentals or with local friends and family.

**Are you allowing guests to attend who are experiencing COVID symptoms?**

Guests experiencing symptoms of COVID-19 are not welcome to participate in Tugboat Institute Summit. All guest materials (name badges, event pamphlets) as well as strategically and liberally placed signage will clearly indicate as much.

**Will you provide face masks, hand sanitizer or gloves for your guests?**

Face masks and hand sanitizer will be given to each attendee. Additionally, sanitizer and handwashing stations will be liberally and strategically placed throughout all venues. All staff and partners will be required to use face masks, hand washing, and gloves at all points of contact. Additional masks will be available throughout the event.

**Who will provide food and beverage at your event (if applicable)?**

At Forest Service Park, Garden to Go Catering and the Limelight Hotel will provide catering. All catering partners will be briefed and, if necessary, trained, on safety protocols and requirements in line with State guidelines and the CDC.

**Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event?**

All staff and partners will be required to submit in writing their assurance that they will follow state-issued and CDC protocols, as well as additional measures taken by Tugboat Institute, prior to the event.

**Have your event contractors (tents, tables, chairs, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?**
Please see above. At this time, our vendors include MME (Music Magic Entertainment) and Clear Creek Disposal.

What is your contingency plan in the event of a COVID outbreak?

If we have a COVID-19 outbreak in Blaine County we will follow all guidance issued by the State and City and, if recommended, cancel the event.

Tugboat Institute is offering a virtual attendance option for guests who would prefer to stay home. Should a COVID outbreak prevent in-person attendance, we are prepared to create an entirely digital experience.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Submitted By: Elizabeth (Annie) Pokorny

Signed: ________________________ Date: 6/15/2020
TUGBOAT
INSTITUTE
SUMMIT 2020

Event Summary

Tugboat Institute® is dedicated to supporting Evergreen™ leaders, their teams, and their companies through recognition, a range of experiences, several publications and programs to bring forth inspiration, new ideas, proven best practices about business, family and life.

The Annual Tugboat Institute Summit is a carefully curated mixture of ice-breakers, TED-style talks, small group dialogues, and outdoor activities for members of Tugboat Institute. These events and activities are only available to Tugboat Institute members. This year’s 8th annual Tugboat Institute Summit will take place August 24-26, 2020.

This year, Tugboat Institute Summit will include a virtual option for attendees to join the experience from home. Should public safety concerns prevent Tugboat Institute from hosting an in-person event, the entire experience will be virtual with no in-person experiences in Blaine County.

All events and activities will occur in small groups with appropriate social distancing in place. All transportation will run at reduced capacity, mask-wearing will be encouraged at all times and required indoors, and every daytime and evening event has been redesigned to enable physical distancing. All venues and experiences at Tugboat Institute Summit are private to Tugboat Institute members and guests. The only City of Ketchum space being utilized by Tugboat Institute will be Forest Service park, which will be used for a physical distance breakfast on August 25 and 26 (7:00-8:30 am) and overflow space for lunch and small group discussions on the same days (11:30-1:00pm).

Specific information with respect to Forest Service Park includes the following: Forest Service Park will be used as an outdoor breakfast venue and overflow lunch venue on August 25 and 26, 2020. While our entire event expects to see 100 attendees at most, actual capacity at Forest Service Park could be as little as half that, as we will implement staggered arrivals and departures as well as be using the Limelight Terrace area to spread out. Additionally, rather than traditional seating around tables, there will be standing space (high tops) as well as chairs dispersed in small circles to keep distance. CDC recommendations and signage will be interspersed at each table, each entry point, and each exit point.

All food will be ‘grab and go’ and prepackaged, with no buffets or shared utensils. The Argyros and Limelight bathrooms will be available to guests. Beverages will be served by staff members with gloves and masks, and no reusable dishware will be used.

COVID-19 Supplemental Plan

Tugboat Institute is working with local partners and following health district, State, and CDC guidelines to continually develop a safety plan to create a safe, positive experience for Tugboat Institute guests, staff, and Blaine County community members. These are the protocols planned as of June 26, 2020

1. Increased spacing between all seated activities (dining, tables, chairs)
2. Adjustment of all activities and meals to be outdoor where possible, with small group sizes
3. Mask recommendations
a. Sending all attendees masks to wear during travel to the Sun Valley area
b. Requiring masks indoors
c. Recommending masks at all times
4. Reduced transportation capacity
5. Reduced room capacity
6. Directional travel through all venues
7. Hand sanitizer and hand washing stations liberally and strategically placed throughout venues
8. Masks, hand sanitizer, and gloves on hand for guests at all times
9. Guidelines and recommendations communicated to attendees through weekly countdown emails, daily emails, pamphlets, and regularly placed signage
10. Volunteer, staff, and partner training on COVID-19 policies and procedures

Guidance to all Guests and Partners Prior to Event

1. All participants will be required to sign a waiver acknowledging risk of infection and agreement to follow Tugboat Institute guidance while at event.
2. If you are currently diagnosed with COVID-19 or have been in the two weeks prior to Tugboat Institute Summit, you will not be permitted to attend.
3. If you are experiencing symptoms of COVID-19 or learn that you have been exposed to the novel coronavirus in the past two weeks, do not attend any Tugboat Institute events and self-quarantine.
4. At this time, masks are not required in all activities, but are highly recommended and encouraged at all times.
5. At any time, the State of Idaho, City of Ketchum, or Tugboat Institute may require masks for partners or attendees.
6. All attendees should gather in small groups with physical distance of at least 6 feet between one another.
7. Surfaces and hands should be washed/sanitized on an hourly basis and at a minimum twice a day.
8. Tugboat Institute, The State of Idaho, and the City of Ketchum reserve the right to close or cancel Tugboat Institute Summit at any time for health reasons.
City of Ketchum Request for COVID-19 Plan

The current COVID-19 pandemic prompted the City of Ketchum to reevaluate all existing events and park reservations. In order to evaluate each event and reservation, the City of Ketchum has developed the following request for mapping and information as outlined below.

Site Plan Including Locations of the Following (Must Reflect 6 Foot Physical Distancing):

- Ceremony Location
- Seating Plan Showing Number of Guests per Table
- Restrooms and Handwashing Stations Plan (City Restrooms are Closed)
- Food and Beverage Station Locations
- Stage and Dancefloor
- High-Touch Areas (Gift Tables, Seating Card Tables, etc.)
- Onsite Signage Including CDC Recommendations for Large Gatherings
- Traffic Flow Signage

Please Provide Answers to the Following Questions:

What is your event?

It is our Silver Sage Girl Scouts, Service Unit 21 Annual Court of and Awards and Recognition. We will be honoring Willa McLaughlin who has been serving as director of our Service Unit 21 for 35 years. She is stepping down and we want to give her a big thank you. Also two of our Girl Scouts Maren and Sarah Feltman graduated from High School. Maren earned the Gold Award, Girl Scouting's highest award. The ceremony will be followed by a picnic with hot dogs, chili and side salads.

Where will your event take place? In the picnic area in Atkinson Park.

How many people will attend your event? At the most about 25 probably less.

What areas of the country/state will your guests be arriving from (Please List)? Everyone attending lives in the valley.

What are your protocols for guests arriving from COVID hotspots? Will have no guest arriving from hotspots.

We'll practice social distancing, ask people to wear masks and will have masks for those who forget plus we will have several hand sanitizer stations.
Where will your guests be staying if they are non-residents? Won’t have any non-residents.

Are you allowing guests to attend who are experiencing COVID symptoms? We’re asking people with symptoms to stay home.

Will you provide face masks, hand sanitizer or gloves for your guests? Yes.

Who will provide food and beverage at your event (if applicable)? We, Girl Scouts and families, are making the food and bringing beverages.

Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event? Not applicable.

We will have GS insurance for the event.

Have your event contractors (tents, tables, chairs, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event? We’re bringing our own supplies.

What is your contingency plan in the event of a COVID outbreak? Not applicable.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Submitted By: Julie Lynn Service Unit Director Girl Scouts of Silver Sage, 208-720-3629, j@julielynn.net

Signed:

Julie Casey Lynn, Date: _6_/25_/20_
Buffet area will have servers.

Picnic Shelter area is 22” x 44”

2 or 3 people seated on each side.

Family Units

Family Units

Family Units

Family Units

Family Units

Family Units

Family Units

Family Units

2 or 3 people seated on each side.

2 or 3 people seated on each side.

2 or 3 people seated on each side.

2 or 3 people seated on each side.

Will social people/family units at least six feet. Will have a microphone so everyone can hear. Will also ask people to bring chairs so that families also sit outside the shelter. We will make sure we keep the proper distances. We want to keep everyone safe.
City of Ketchum Request for COVID-19 Plan

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- Onsite Signage Including CDC Recommendations for Large Gatherings
- Traffic Flow Signage

Please Provide Answers to the Following Questions:

What is your event?

Baby Shower (Approx. 1 hour of set up, 2.5 hours of actual event, 0.5 hours of clean up).
Date: July 25th, 2020
Time: 10am-2pm (guests arriving at 11am)
We will be doing gifts as well as light snacks. The snacks will be made by myself and will be individually wrapped in order to prevent contamination. We will be asking guests to bring their own chairs if they want to sit down, or just choose to stand. We will be enforcing the six feet of social distancing, as well as, masks and consistent use of hand sanitizer. For parking, we will ask people to either use the Rotary Park lot, bike to the location, or use another public parking lot.

Where will your event take place?

Rotary Park, under the gazebo and main lawn

How many people will attend your event?

Approximately 25-30 people

What areas of the country/state will your guests be arriving from (Please List)?

Ketchum and Hailey, ID
Second home owners in Ketchum who have been here for more than 2 weeks, originally from CA and CO

What are your protocols for guests arriving from COVID hotspots?

No guests will be asked to come from hotspots. Any persons showing symptoms or feeling sick will be asked not to attend.
Where will your guests be staying if they are non-residents?

Hotel: N/A
Short Term Rental: N/A
Other: Second home owners will stay at own residence

Are you allowing guests to attend who are experiencing COVID symptoms?

No. I am considered a high-risk population, being pregnant, so all guests will be asked to not attend if they are sick or have been sick in the last month.

Will you provide face masks, hand sanitizer or gloves for your guests?

We will provide hand sanitizer for all guests. I will also get some disposable masks for guests who do not have their own.

Who will provide food and beverage at your event (if applicable)?

I will have individually wrapped treats and drinks that are homemade for each guest. There will be no outside vendors for this event.

Have your food and beverage providers issued assurance they will be following state-issued and CDC protocols that are in place during your event?

N/A

Have your event contractors (tents, tables, chairs, florists, band/dj, etc.) provided assurance they will be following state-issued and CDC protocols that are in place during your event?

N/A – there will be no additional rental contractors. Guests will be asked to bring their own chairs and we will use the tables already provided within the park.

What is your contingency plan in the event of a COVID outbreak?

If there is another COVID outbreak, this event will likely be held virtually and/or cancelled.

The City of Ketchum reserves the right to revoke any permit and/or cancel any event or park reservation as deemed necessary in order to protect the public health and safety. In event of cancellation the City will reasonably work with the event or park reservation holder to accommodate rescheduling.

Submitted By: ___Kelsey Schubert___________________
July 6, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Direction to Staff on Electric Vehicle Charging Station**

**Recommendation and Summary**
Staff is seeking council direction on the operation of the electric vehicle charging station. As such, there is no motion.

The reasons for the request are as follows:
- The City Council approved installation of an electric vehicle charging station in September 2016.
- Council directed that users of the station pay for the electricity to charge their vehicles.
- Staff has evaluated usage patterns since the launch of the station and seeks guidance on long-term operations before further capital improvements are made.

**Introduction and History**
The Ketchum City Council approved installation of an electric vehicle charging station at the Ore Wagon Museum during its August 29, 2016, meeting as detailed in the staff report included as Attachment A. The station began operation in December 2016 under a fee-for-service arrangement in which users paid to use the system. In late September 2018, the original equipment began experiencing technical issues and was replaced with new equipment.

The new equipment was installed in December 2018 with support from Idaho Power using a non-fee-for-service arrangement. A replacement charger, similar to household consumer models, was purchased with a 50% reimbursement from Idaho Power. Staff observed increased physical usage as the new non-fee-for-service arrangement was initiated. In January 2020, staff reviewed the performance of the system to determine the cost of energy consumed by the station in its year of free operation. Staff determined that approximately $700 in energy was consumed by users of the station in its first year of free operation.

Staff received multiple complaints from residents about the city providing free electricity/charging to owners of private electric vehicles. The station was shuttered during the recent public health emergency and has not re-opened. Several requests to re-open the station have been received causing staff to seek direction on whether to re-institute the fee-for-service arrangement or maintain non-fee-for-service public use.

**Analysis**
Research into the currently available fee-for-service equipment indicates that a capital expenditure of approximately $2,500 would be necessary to reinstate such public use. Annual service fees would be required in addition to the initial equipment purchase. The City has flexibility in rate setting to achieve cost recovery over the assumed life of the equipment (5 years) but the sporadic nature of use under the earlier fee-for-service arrangement creates uncertainty if adequate public demand exists for a fee-for-service program.
The current equipment is not anticipated to last more than another 2 years and would require replacement at that time if the non-fee-for-service arrangement continues. Research has indicated that there are similarly priced models available on the market at this time.

Given the sporadic use observed under the previous fee-for-service arrangement, and public requests to re-open the non-fee-for-service station, staff would appreciate City Council direction on whether to:

1. Re-institute the fee-for-service arrangement, and incur the associated cost ($2,500 initial fee, $200 annual service fees, offset by uncertain revenue, expected 5-year life of equipment);
2. Maintain non-fee-for-service public use, and incur the associated cost ($700 per year operating cost, with no revenue, $600 equipment replacement cost every 3 years); or
3. Discontinue public electric vehicle charging operations (either immediately or at the end of life of current equipment).

**Sustainability Impact**
The presence of the electric vehicle charging station is not assumed to have a substantial impact on the community’s overall carbon footprint as other public stations exist in the northern Wood River Valley and in-house vehicle charging is likely an option for electric vehicle owners.

**Financial Impact**
The electric vehicle charging station is funded from the General Fund.

**Attachments**
- Attachment A: September 6, 2016, Staff Report
August 29, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Approval of Master Services and Subscription Agreement with ChargePoint, INC. to proceed with purchase and installation of an Electric Vehicle Charging station at 500 N East Avenue

Introduction/History
On March 16, 2015, the KEAC brought the City of Ketchum Energy Conservation Goals to the City Council, and those goals were adopted at that meeting. On March 21, 2016, the City Council discussed the KEAC goals and objectives generally, but had questions for staff regarding the EV charging station project. In particular, the City Council asked staff to research how other communities have provided EV charging stations, usage data on these stations, and any recommendation for the City of Ketchum on moving forward with an EV charging station. On April 4, 2016, staff provided an update to the City Council at which time the Council generally approved of installing a Level 2 charger and directed staff to work with ChargePoint Inc. on an agreement for their services. City Council also asked staff to explore whether a Level 3 charger could be installed at the Ore Wagon Museum, instead of a Level 2. Since April, staff has worked with ChargePoint on finalizing an agreement that works for both parties and completed the other research.

Current Report
The EV charging station chosen by KEAC is a ChargePoint, networked, Level 2 (220V), wall-mounted, non-proprietary charging station. This station will provide medium speed charging at a mid-cost range level (as opposed to a DC fast charger like the Tesla Super Charger) for any model of electric vehicle. It is robust enough to handle the elements, tracks and reports station utilization, energy costs and greenhouse gas savings, advertises on digital maps apps and navigation systems and allow drivers to make reservations. It also monitors the system’s health and would allow the city to bill for the energy consumed.

Staff and the City Attorney, Jill Holinka, have reviewed and worked with ChargePoint on the agreement and now recommend approval. Among other things, the agreement establishes how ChargePoint will perform for the City of Ketchum throughout the length of the agreement. For any specific questions on the legalities of the agreement, the Council direct these to the City Attorney. Below is a summary of the primary changes made to the agreement by the City Attorney:

1. **Venue.** Changed venue from California to Idaho. This allows any disputes over the contract to be heard in Idaho and therefore avoids any need for the city to hire counsel licensed in California in the event of a dispute.

2. **Non-appropriation Clause.** Added a non-appropriation clause in section 9.4 that allows the city to terminate the multi-year agreement in the event of non-appropriation of funds to pay for the service agreement.
3. **Licenses.** Amended section 7.4 giving limited licenses to ChargePoint for the term of this agreement only. The original language gave ChargePoint an irrevocable, perpetual license to use the city’s trademarks, trade names, etc., which I thought was far too broad, particularly if the city terminates the contract. ChargePoint agreed to make the license for the term of the agreement only. Additionally, ChargePoint maintains an irrevocable license to use any suggestions, enhancement requests, recommendations or other feedback provided by the city or others who use the city’s charging station (basically, it gets to use feedback to enhance its services even after the city terminates the agreement).

4. **Termination.** Amended section 9.4 to allow the city to terminate for convenience. With this change, the city would still be responsible for service fees for the remainder of the term for which fees had already been paid, as the fees are paid up front.

One question the Council left open at the April meeting was whether to charge a fee for individuals powering up at the EV charging station. Idaho law allows for this and Exhibit 1 of the agreement provides language on how this is managed if the city chooses to exercise this option. As explained in ChargePoint charges a 10% administrative fee for managing this service for the city. For example, if the City Council chooses to charge a fee of $10.00 per hour, ChargePoint will collect the fee and remit $9.00 to the City of Ketchum within 30 days of the charging session. If the fees generated are less than $50, ChargePoint will pay the city the total amount, regardless of the balance, at end of each quarter. This decision can be made at a later date but the council should be aware that a 10% administrative fee will be charged by ChargePoint to provide this service.

According to ChargePoint, they have found the following in regards to charging a fee at the EV stations:

Here are the responses from ChargePoint:

1. Just over 60% of ChargePoint charging ports are free to use. This number is dropping. Stations are slowly moving towards having a fee, primarily to create station turnover and prevent drivers from blocking a port longer than is necessary.

2. When stations are not free to use, the majority of customers (about 2/3) use an hourly fee, since kWh pricing is not allowed in many states. In some cases, station owners just prefer hourly pricing to kWh, since it has the built-in incentive for a driver to move their car when finished charging. Although kWh is more fair to the driver based on the different vehicle charging rates, it doesn’t help with station utilization if utilization is a concern.

3. In terms of average prices charged by cities, on average ChargePoint sees about $0.75 to $1.00 per hour. kWh pricing tends to be in the $0.20/kWh range. Some retailers offer an hour or two of free charging and then kick in an hourly fee.

4. In terms of usage, free stations get used about 50% more often than paid stations. ChargePoint also sees that free stations are used about 60% more than paid stations from a “connect time” perspective. Meaning that when a driver connects to a free station they tend to stay connected 60% longer than they do when they are connected to a paid station. This may seem obvious, but it’s often overlooked.

KEAC member, Andy Castellano, submitted the following revenue scenarios for the Council to consider last April when this question was last raised:

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<th>User Cost</th>
<th>Rate/hour</th>
<th>Rate/kWh</th>
<th>Est users/day</th>
<th>Hours/user</th>
<th>Revenue/year</th>
<th>Initial Cost</th>
<th>Annual Fee</th>
<th>Years to Break-even</th>
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<td>$0</td>
<td>$7,077</td>
<td>$235</td>
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<tr>
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<td>1</td>
<td>2</td>
<td>$730</td>
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<td>3</td>
<td>$2,190</td>
<td>$7,077</td>
<td>$235</td>
<td>3.6</td>
</tr>
</tbody>
</table>

**Financial Requirement/Impact**

The City has budgeted $50,000 for KEAC projects and these costs would come out of this line item. The estimated installed cost of the ChargePoint charging station is $8,627, including a one (1) year warranty and
three (3) years of pre-paid network service at $235 per year. If additional networked stations are installed in the future, similar upfront costs and service fees would apply. The current cost of additional years of network service is $280 per year, which would need to be identified and accounted for in the annual budget going forward.

Recommendation
Staff recommends approval of the request to install an EV charging station at the Ore Wagon Museum.

Recommended Motion
“I move to approve contract with ChargePoint, Inc. and direct staff to proceed with installation of the EV Charging Station at 500 N. East Avenue.”

Sincerely,

Micah Austin, AICP
Planning and Building Director

Attachments:
1. Agreement with ChargePoint, Inc.
1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:
   (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
   (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
   (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
   (d) Each grant of Rights by Subscriber; and
   (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

   Exhibit 1: Flex Billing Terms
   Exhibit 2: API Terms
   Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

   2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

   2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

   2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.
2.4 “ChargePoint®” means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 “ChargePoint Services” means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 “ChargePoint Application” means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 “Charging Station” means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 “Content” means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 “CPI Marks” means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 “CPI Property” means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 “Documentation” means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 “Effective Date” means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 “Intellectual Property Rights” means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 “Malicious Code” means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 “Party” means each of CPI and Subscriber.

2.16 “PII” means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 “Provisioning” means activating Charging Stations, warrantees and Service Plans on ChargePoint.

2.18 “Rights” means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection
with one or more of the Rights Grantor’s Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber’s account and Provisioning Subscriber’s Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 “Service Plan(s)” means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 “Subscriber Content and Services” means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 “Subscriber Marks” means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 “Subscription Fees” means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 “Taxes” shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 “Token(s)” means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 “User” means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber’s choice of Service Plan and not on actual usage of the Subscription.

4. CPI’S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber’s Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber’s Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to
unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. **SUBSCRIBER’S RESPONSIBILITIES AND AGREEMENTS.**

5.1 **GENERAL.**

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber’s own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber’s Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber’s contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber’s Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber’s Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 **REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber’s Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 **CHARGEPOINT CARDS.** Subscriber may be permitted by CPI, in CPI’s sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 **USE RESTRICTIONS AND LIMITATIONS.** Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;
(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber’s Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber’s own intranets or otherwise solely for Subscriber’s own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or “look and feel;”

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging
Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber’s use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber’s use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. **SUBSCRIPTION FEES AND PAYMENT TERMS.**

6.1 **SUBSCRIPTION FEES.** Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI’s invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable, provided Subscriber has funds legally available. In the event Subscriber does not have sufficient funds appropriated to pay any invoice during the term of this Agreement or any renewal thereof, this Agreement shall terminate and Subscriber shall not be obligated to make any payments hereunder beyond the then current fiscal year for which funds have been appropriated. It is expressly agreed that Subscriber shall not terminate this Agreement pursuant to this Section solely for its convenience or to circumvent its obligations hereunder.

6.2 **LATE PAYMENTS.** Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys’ fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI’s rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES.**

7.1 **CPI PROPERTY.** As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.
7.2 **SUBSCRIBER PROPERTY.** As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the “Subscriber Property”). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 **LIMITED LICENSE TO SUBSCRIBER.** CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 **LIMITED LICENSE TO CPI.** For the term of this Agreement or any renewals thereof, Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes, for the term of this Agreement or any renewals thereof, an irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 **ADDITIONAL TERMS REGARDING CPI MARKS.**

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber’s Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI’s Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber’s business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;
(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services)
by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber’s receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon
Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber’s subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber’s continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity if: (i) CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof; (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) a non-appropriation event occurs as provided in section 6.1 of this Agreement; or (iv) Subscriber determines it no longer has a need for the ChargePoint Services and/or removes the Charging Station for which the ChargePoint Services are used.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except in the event of non-appropriation as provided in Section 6.1 herein, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of Subscriber’s actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber’s continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.
11.2 **WAIVER.** The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 **FORCE MAJEURE.** Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party’s reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party’s condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 **ARBITRATION.** This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber’s violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Blaine County, Idaho. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

11.5 **NOTICE TO CALIFORNIA CUSTOMERS.**

(a) California’s Low Carbon Fuel Standard (“LCFS”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California’s carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 **NOTICES.** Other than the notice required in Section 11.5, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by
11.7 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.8 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.9 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.10 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.11 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.12 COPYRIGHT POLICIES. It is CPI’s policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.13 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness,
accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.14 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.15 **ENGLISH LANGUAGE AGREEMENT GOVERNS.** Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber’s convenience only and that the English language version of this Agreement governs Subscriber’s relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber: ChargePoint, Inc.
Name: Jonathan Kaplan
Title: General Counsel
Date: ________________
Address: 254 E. Hacienda Ave

Name: ___________________________________
Title: ___________________________________
Date: ___________________________________
Address: ____________________________________
This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session”** or **“Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.
2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI’s income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 "API Implementation" means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 "API Documentation" means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 "CPI Site Terms" means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber’s Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Service Plan, and Subscriber’s particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:
(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber’s API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber’s service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber’s API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber’s API Implementation that, by using Subscriber’s API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber’s API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber’s API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber’s API Implementation will include a ChargePoint logo and will state that Subscriber’s application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber’s API Implementation or Subscriber’s website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber’s API Implementation or on Subscriber’s website if Subscriber’s API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.
EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. TERMS. This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.