



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO

Tuesday, September 6, 2016, beginning at 5:30 p.m.

480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. COMMUNICATIONS FROM MAYOR AND COUNCILORS
 - a. Communications from Mayor & Council
3. COMMUNICATIONS FROM THE PUBLIC
 - a. Communications from the public. *For items not on the agenda.*
 - b. Visit Sun Valley Quarterly Report
4. CONSENT CALENDAR
 - a. [Approval of Minutes: Regular Meeting August 29, 2016](#)
 - b. [Approval of Current Bills](#)
 - c. [Approval of Alcohol License](#)
5. COMMUNICATIONS FROM STAFF
 - a. [Resolution No. 16-015 providing for publication of notice of public hearing and for public hearing for an amendment to the 2015-16 fiscal year budget – Finance Director Sandy Cady](#)
 - b. [Ordinance No. 1163 to amend the FY2015-16 Budget \(First Reading\) – Finance Director Sandy Cady](#)
 - c. [Approval of Contract with Dennis Brown Auditor – Finance Director Sandy Cady](#)
 - d. [Approval of Resolution 16-016 authorizing destruction of semi-permanent Records per Idaho Code 50-907 – Finance Director Sandy Cady](#)
 - e. [Discussion and approval of Resolution 16-017 Fee Resolution, establishing criteria for accepting security bonds in place of required in-lieu fees and requiring a completion bond for certain projects – Director of Planning & Building Micah Austin](#)
 - f. [Resolution 16-018 establishing Solar Energy Fees – Director of Planning & Building Micah Austin](#)
 - g. [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 – Director of Planning & Building Micah Austin](#)
 - h. [Approval of application to Idaho Power to reimburse the City of Ketchum for costs related to installation of an EV charging station at 500 N East Avenue – Director of Planning & Building Micah Austin](#)
 - i. [Public hearing and consideration of Ordinance 1162 amending Title 17 of the Ketchum Municipal Code, Zoning Ordinance, amending sections 17.127 and 17.12– Director of Planning & Building Micah Austin](#)
6. EXECUTIVE SESSION to discuss:
 - a. Litigation pursuant to Idaho Code §74-206 1(f)
 - b. Personnel Matters pursuant to Idaho Code §74-206 (b)
 - c. Hiring of a Public Officer Idaho Code §74-206(a)
7. ADJOURNMENT

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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

Thank you for your participation.

We look forward to hearing from you!



City Council

Special Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Monday, August 29, 2016

5:30 PM

Ketchum City Hall

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

Also Present: Ketchum City Administrator Suzanne Frick
Finance Director Sandy Cady

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:31 p.m.

2. COMMUNICATIONS FROM MAYOR AND COUNCILORS

a. Communications from Mayor & Council

Councilor Annie Corrock attended CAST last week and will give a report at the next meeting. She reported that people are requesting information on our Essential Services Facility plan. City Administrator Suzanne Frick said there will be a calendar presented at an upcoming council meeting.

Mayor Nina Jonas asked Fire Chief Mike Elle for an update on the smoke. He advised that smoke will be heavy tonight until noon tomorrow and the air quality is unhealthy. He talked about where the current fires are and the length of time they are expecting them to continue to burn. Ketchum is currently in a category 4.

3. COMMUNICATIONS FROM THE PUBLIC

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

No communications from the public.

4. CONSENT CALENDAR

- a. Approval of Minutes: Regular Meeting August 15, 2016
- b. Approval of Current Bills and Payroll Summary

Council President Jim Slanetz corrected his intent in the minutes in regards to the roving musicians. Councilor Michael David filled in the last name of the person who spoke from Cox Communications during the last meeting.

Motion to approve the consent calendar with corrections as noted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

5. COMMUNICATIONS FROM STAFF**a. PUBLIC HEARING on adopting the FY2016-17 Budget**

Mayor Nina Jonas opened the meeting for public comments. There was none.

Finance Director Sandy Cady distributed correction pages from Blaine County and explained the change in the proposed budget.

Mayor Nina Jonas asked council for comments on the budget.

Councilor Baird Gourlay has three concerns.

- He suggested spending the entire amount of the franchise agreement with Idaho Power on under grounding power lines.
- Voiced his concerns regarding the Energy Committees recommendation to do Solar. Would rather see money spent on energy efficiencies.
- Would like to see SVED as a line item rather than coming out of contingency.

There was a discussion on the history of the franchise agreement between Councilor Baird Gourlay, Mayor Nina Jonas and City Administrator Suzanne Frick. Mayor Nina Jonas explained that in regards to the energy committee they will be looking into efficiency's. Mayor Jonas advised they are still working on the SVED contribution. There was a discussion regarding what the URA is doing in regards to SVED.

Council President Jim Slanetz is good with the budget as it stands. Councilor Michael David is glad Baird Gourlay brought up the points he did regarding the under grounding and the importance of it. He also talked about the difficulty of finding affordable housing in Ketchum and feels we are in a crisis.

Councilor Anne Corrock is in agreement with the budget as it stands but is also in agreement with Baird Gourlay in regards to the Idaho Power Franchise agreement.

Mayor Nina Jonas explained the utilization of the franchise funds in the past. Baird Gourlay suggested a policy discussion regarding the under grounding funds going forward.

There was a discussion on how to move forward and they decided they would talk about this again in October. Transmission and distribution lines were discussed.

Motion to suspend the reading of Ordinance No. 1159 in full, and read by title only, Pursuant to Idaho Code 50-902.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

b. Ordinance No. 1159 – Adopting the FY16-17 Budget (Third Reading)

Motion to adopt to adopt Ordinance No. 1159, an ordinance of the City of Ketchum, Idaho, entitled the annual appropriation ordinance for the fiscal year beginning October 1, 2016, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Slanetz, Council President
SECONDER:	Baird Gourlay, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

6. ADJOURNMENT

Motion to adjourn at 6:01 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Michael David, Councilor
AYES:	Michael David, Anne Corrock, Baird Gourlay, Jim Slanetz

Nina Jonas
Mayor

Robin Crotty
Interim City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
LEGISLATIVE & EXECUTIVE			
01-4110-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9770318948	36549737 081316	48.00
Total LEGISLATIVE & EXECUTIVE:			48.00
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	74116	Reubber bands and steno books	9.97
COPY CENTER	827	Scanning oversized	345.00
WEBB LANDSCAPING	K-IN-106654	Granules for plants	8.99
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
LEAGUE OF CALIFORNIA CITIES	56554	Display Ad	1,150.00
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
ASSOCIATION OF PUBLIC TREA	104395	Membership renewal for Sandy Cady	145.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 08	2087264135 081316	1,126.11
CENTURY LINK	2087265574 08	2087265574 081316	46.94
SENTINEL FIRE & SECURITY, IN	12762	Monitoring Charge	93.00
VERIZON WIRELESS	9770318948	36549737 081316	33.31
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	12758	Computer Support and Maintenance	62.50
01-4150-5150 COMMUNICATIONS			
COPY CENTER	808	Art in Ketchum Posters	309.00
01-4150-5200 UTILITIES			
CLEAR CREEK DISPOSAL	991391	960 082616	276.16
CLEAR CREEK DISPOSAL	992699	951449 082616	60.00
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
SMOKY MTN. PIZZA	082916	All Employee Staff Meeting	261.90
WILRO PLUMBERS LLC	8790	Bathroom Sink Labor & Materials	125.00
Total ADMINISTRATIVE SERVICES:			4,052.88
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120218	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
PLANNING & BUILDING			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
COPY CENTER	802	Copy projects	240.00
COPY CENTER	828	Zoning Maps	150.00
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DOSTART, KATHERINE	082416	Reimbursement for Travel for interview for Associate Planner	1,090.45
Total PLANNING & BUILDING:			1,480.45
FACILITY MAINTENANCE			
01-4194-4200 PROFESSIONAL SERVICES			
WILRO PLUMBERS LLC	8630	Plumbing Service	560.51
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-103697	Ignition Parts	27.54
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	97011	Repair John Deere Riding Mower	292.65
SAWTOOTH WOOD PRODUCTS, I	97014	Repairs for string trimmer	52.55
SAWTOOTH WOOD PRODUCTS, I	97015	Parts for Trimmer	14.07
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	014-592385	Marking Paint for Dig Line	13.18
A.C. HOUSTON LUMBER CO.	014-593156	Parts for mounting soap dispensers	9.78
LUTZ RENTALS	62427-1	Mounting of new soap dispensers	18.90
MOSS GARDEN CENTER	141688	4" Perennial Cups	31.43
MOSS GARDEN CENTER	141704	Soil Pep	11.18
MOSS GARDEN CENTER	141706	4" Perennial Cups Perennial Cups	8.73
Total FACILITY MAINTENANCE:			1,040.52
POLICE			
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200984	BCSO Law Enforcement Services	121,370.92
Total POLICE:			121,370.92
FIRE & Rescue			
01-4230-3200 OPERATING SUPPLIES			
ARROW INTERNATIONAL, INC.	94132304	stabilizer	62.82
BOUNDTREE MEDICAL	82231545	Medical Supplies	358.54
CASCADE FIRE EQUIP. CO.	76881	Uniforms	248.30
PRAXAIR DISTRIBUTION INC.	55545217	Ind High Press 100cf	47.28
01-4230-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9770349066	765494480 081316	186.76
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
STURTEVANT'S	6-37300	Returns	7.10-
STURTEVANT'S	6-37301	Rescue Litter Repair	179.91
Total FIRE & Rescue:			1,076.51
STREET			

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-3200 OPERATING SUPPLIES			
COPY & PRINT, L.L.C.	74087	Post it Notes	9.99
TREASURE VALLEY COFFEE IN	216004652115	Splenda	19.17
01-4310-3400 MINOR EQUIPMENT			
NAPA AUTO PARTS	864340	Shop Tools	57.49
01-4310-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	62371-1	Propane	40.90
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	9770225657	965494433 090516	14.95
VERIZON WIRELESS	9770318948	365459737 081316	69.62
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
A.C. HOUSTON LUMBER CO.	014-592924	Traffic Counter Hose Nails	27.78
A.C. HOUSTON LUMBER CO.	014-593545	Equipment repair touch up	29.94
FASTENAL COMPANY	IDJER63926	140 M Grader & Sweepers	103.60
METROQUIP, INC.	00033293	Pelican Parts	66.44
METROQUIP, INC.	00033328	Pelican Parts	165.10
METROQUIP, INC.	00033338	Pelican Parts	65.57
RIVER RUN AUTO PARTS	6538103858	Cleaning Supplies and armoral	86.80
WESTERN STATES CAT	IN000111928	140 M Grader	8.78
WESTERN STATES CAT	IN000111939	140 M Grader	13.22
WESTERN STATES CAT	IN000111951	140 M Grader	85.19
01-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400538975	2410768000 082416	90.62
01-4310-6920 SIGNS & SIGNALIZATION			
A.C. HOUSTON LUMBER CO.	014-592247	Class II sign fabrication	88.41
A.C. HOUSTON LUMBER CO.	014-592596	Class II signs	3.99
COLOR HAUS, INC.	181628	Paint Supplies for Wagon Days	152.05
ECONO SIGNS LLC	10-931156	Supplies	2,120.50
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857 08	220103857 081916	20.02
IDAHO POWER	2204535385 08	2204535385 081916	134.59
IDAHO POWER	2206773224 08	2206773224 081916	8.64
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	014-591334	boardwalk repair 1st and 1st	129.95
A.C. HOUSTON LUMBER CO.	014-591347	boardwalk 1st and 1st	34.78-
A.C. HOUSTON LUMBER CO.	014-591558	boardwalk repair	9.81
A.C. HOUSTON LUMBER CO.	014-592976	Boardwalk repair	80.40
A.C. HOUSTON LUMBER CO.	014-593139	2nd Ave. Sidewalk repair	29.25
COLOR HAUS, INC.	1818741	Stain for Warmsprings & River Run	32.00
SAWTOOTH WOOD PRODUCTS, I	97090	Repairs to snow pole logs and fence	84.50
Total STREET:			3,814.49
PARKS AND RECREATION			
01-4510-3250 RECREATION SUPPLIES			
KEARNEY, JOHN	083016	Swim Club Awards	96.39

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	02132579	Concessions	27.57
Total PARKS AND RECREATION:			123.96
Total GENERAL FUND:			136,667.90

WAGON DAYS FUND**WAGON DAYS EXPENDITURES****02-4530-3100 OFFICE SUPPLIES & POSTAGE**

DECKARD, HEATHER LaMONIC	083016	reimbursement for CC purchases for Wagon Days	94.00
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02-4530-3200 OPERATING SUPPLIES

DECKARD, HEATHER LaMONIC	083016	reimbursement for CC purchases for Wagon Days	197.12
ELLINGHAUSEN, PATRICIA	WAGON DAY	WAGON DAYS 2016 - SLOW CHILDREN PLAYING	100.00

02-4530-3250 SOUVENIRS SUPPLIES

CRAZY SUZAN'S T'S ETC.	082516	Printed T-shirts	685.00
DECKARD, HEATHER LaMONIC	083016	reimbursement for CC purchases for Wagon Days	2,257.97

02-4530-4200 PROFESSIONAL SERVICES

CASTLE, ANGIE	WAGON DAY	WAGON DAYS 2016	250.00
PINSON, BRUCE	WAGON DAY	WAGON DAYS 2016	200.00
DILLWORTH, BRYAN	WAGON DAY	WAGON DAYS 2016	200.00
EDSEL, MIA	WAGON DAY	WAGON DAYS 2016	150.00
FRENCH, MICHAELA	WAGON DAY	WAGON DAYS 2016	150.00
FRENCH, MICHAELA	WAGON DAY	WAGON DAYS 2016 SLOW CHILDREN PLAYING	100.00
PRICE, BOBBY	WAGON DAY	Wagon Day's	500.00
SUN VALLEY EVENTS	587	September Installment	4,166.00
TOMASKI, BOB	WAGON DAY	WAGON DAYS 2016	1,500.00
PATTON, TOMMIE	WAGON DAY	WAGON DAYS 2016	200.00
HARTMAN, TROY	WAGON DAY	WAGON DAYS 2016	200.00
ELLINGHAUSEN, PATRICIA	WAGON DAY	WAGON DAYS 2016	150.00
RENNER, MATT	WAGON DAY	WAGON DAYS 2016	150.00
RENNER, MATT	WAGON DAY	WAGON DAYS 2016 SLOW CHILDREN PLAYING	100.00
ERTZ, NATALIE	WAGON DAY	WAGON DAYS 2016	150.00
SHEPPARD, ANDREW	WAGON DAY	WAGON DAYS 2016	150.00
SHEPPARD, ANDREW	WAGON DAY	WAGON DAYS 2016	350.00
NORTON, DANIEL	WAGON DAY	WAGON DAYS 2016	150.00
CONNOR, MICHAEL	WAGON DAY	WAGON DAYS 2016	150.00
LINDLEY, ALLISON	WAGON DAY	WAGON DAYS 2016	150.00
HALVERSON, MICK	WAGON DAY	WAGON DAYS 2016	200.00
CANT, DON	WAGON DAY	WAGON DAYS 2016	300.00
RUBY, JIM	WAGON DAY	WAGON DAYS 2016	400.00
ALKIRE, BRUCE	WAGON DAY	WAGON DAYS 2016	150.00
JACOBSON, JON	WAGON DAY	WAGON DAYS 2016	150.00
LANTRY, TOM	WAGON DAY	WAGON DAYS 2016	150.00
LEAZER, CHRISTINE	WAGON DAY	WAGON DAYS 2016	150.00
BRADISH, ANNIE	WAGON DAY	WAGON DAYS 2016	150.00
TOFT, ANDREW	WAGON DAY	WAGON DAYS 2016	150.00
WHEELER, NED	WAGON DAY	WAGON DAYS 2016	150.00
DILLWORTH, DELOI	WAGON DAY	WAGON DAYS 2016 - SLOW CHILDREN PLAYING	100.00
FRENCH, DAVIS	WAGON DAY	WAGON DAYS 2016 SLOW CHILDREN PLAYING	100.00
SARTIN, JOE	WAGON DAY	WAGON DAYS 2016	200.00
JONES, CODY	WAGON DAY	WAGON DAYS	400.00
CASTLE, PHILLIP	WAGON DAY	WAGON DAYS 2016	250.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
02-4530-4220 GRAND MARSHAL DINNER			
DECKARD, HEATHER LaMONIC	083016	reimbursement for CC purchases for Wagon Days	209.83
Total WAGON DAYS EXPENDITURES:			15,659.92
Total WAGON DAYS FUND:			15,659.92
GENERAL CAPITAL IMPROVEMENT FD GENERAL CIP EXPENDITURES			
03-4193-7201 ESF- PUBLIC OUTREACH/DESIGN			
COPY CENTER	802	Copy projects	1,348.50
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA LEASING COR	19283767	Copiers	1,854.32
Total GENERAL CIP EXPENDITURES:			3,202.82
Total GENERAL CAPITAL IMPROVEMENT FD:			3,202.82
WATER FUND WATER EXPENDITURES			
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	223996	Business diaries	63.21
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	014-593128	Ant Killer	4.29
ALSCO - AMERICAN LINEN DIVI	LBOI1416136	005292 081916	17.00
ALSCO - AMERICAN LINEN DIVI	LBOI1416138	005292 081916	39.70
CHATEAU DRUG CENTER	1607648	cleaning supplies	13.47
McMASTER-CARR SUPPLY CO.	74719269	Organizing Bag	104.32
63-4340-3400 MINOR EQUIPMENT			
USA BLUEBOOK	034530	Pipe Wrench and Tubing Kit	49.62
63-4340-4200 PROFESSIONAL SERVICES			
WATER FUTURES	082416	Water and Energy Strategic Analysis and Plan	3,500.00
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDAHO RURAL WATER ASSOCIA	16321	Attendee Gio Tognoni	110.00
OXFORD SUITES BOISE	BSE-2913	Room Charge for Anglea Sanderson	114.81
63-4340-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	205188001 081	205188001 081516	94.97
VERIZON WIRELESS	9770225657	965494433 090516	14.95
VERIZON WIRELESS	9770319072 08	9770319072 081316	129.97
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 08	2202458903 081816	66.11
IDAHO POWER	2206786259 08	2206786259 081816	37.11
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
CHATEAU DRUG CENTER	1603792	Batteries	39.84
CHATEAU DRUG CENTER	1605792	Bike Hook	7.56
FERGUSON ENTERPRISES, INC.	45727440	Parts & Supplies	12.01
USA BLUEBOOK	034530	Pipe Wrench and Tubing Kit	54.28

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER EXPENDITURES:			4,473.22
Total WATER FUND:			4,473.22
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, INC.	0628836	Supplies	5,047.62
64-4340-7800 CONSTRUCTION			
EVERGREEN LANDSCAPING	35889	Repair Sod	487.50
Total WATER CIP EXPENDITURES:			5,535.12
Total WATER CAPITAL IMPROVEMENT FUND:			5,535.12
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	223996	Business diaries	63.21
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11416136	005292 081916	17.00
ALSCO - AMERICAN LINEN DIVI	LBO11416137	005292 081916	71.30
FEDEX	5-517-00016	Act. 1721-1183-1	39.07
FERGUSON ENTERPRISES, INC.	4492944	Parts & Supplies	107.32
65-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	377179	Supplies	181.96
THATCHER COMPANY, Inc.	1394931	T Chlor	30.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 08	2087268953 081316	49.63
COX COMMUNICATIONS	205188001 081	205188001 081516	94.98
VERIZON WIRELESS	9770225657	965494433 090516	133.97
65-4350-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	12758	Computer Support and Maintenance	62.50
65-4350-5200 UTILITIES			
IDAHO POWER	2202703357 08	2202703357 081816	31.78
IDAHO POWER	2206786259 08	2206786259 081816	37.11
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
WOOD RIVER WELDING, INC.	164309	Repairs to sludge truck	450.00
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	014-565394.1	entered wrong inv. number /pd twice in error	45.54
CLEARWATER POWER EQUIPME	06171716	Drive Shaft	48.15
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
VERIZON WIRELESS	9770225657	965494433 090516	40.47
Total WASTEWATER EXPENDITURES:			1,412.91

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WASTEWATER FUND:			1,412.91
WASTEWATER CAPITAL IMPROVE FND			
67-3700-3600 REFUNDS & REIMBURSEMENTS			
SUN VALLEY WATER & SEWER	1552392	Custom Projects reimbursements	2,028.78
Total :			2,028.78
Total WASTEWATER CAPITAL IMPROVE FND:			2,028.78
Grand Totals:			168,980.67

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449009999", "9910000000"- "9911810000"

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2016-17</u>
Mama Inez	X		X			7/18/2016
Starbuck's	X		X			7/18/2016
A Taste of Thai	X		X			7/18/2016
Lewis Street Snacks		X			X	7/18/2016
Rominnas	X		X		X	7/18/2016
Fox Creek Wines	X	X	X		X	7/18/2016
Bigwood Grill	X				X	7/18/2016
Sawtooth Brewery	X	X	X			7/18/2016
The Cellar Pub	X	X			X	7/18/2016
Wonderful House	X		X			7/18/2016
Smoky Mountain Pizzeria	X		X			7/18/2016
Sushi on Second	X	X	X			7/18/2016
Headwaters		X			X	8/1/2016
Esta	X		X			8/15/2016
Irving's Red Hots	X					9/6/2016

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

Year Applying for August 1, 2016 - July 31, 2017

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 2016-2017, the following:

- 1. **BEER LICENSE**
 Draft or Bottled or Canned Beer, to be consumed on premises 6mo. Nov-April \$ 200.00
 Bottled or Canned Beer, NOT to be consumed on premises \$ 50.00
- 2. **WINE LICENSE**
 Wine, to be consumed on premises: \$ 200.00
 Wine, NOT to be consumed on premises: \$ 200.00
- 3. **LIQUOR LICENSE**
 Liquor by the drink \$ 560.00

Total Due: \$ 100

STATE LICENSE NO. 17224 COUNTY LICENSE NO. _____ (copies attached)

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

Name of Applicant Jill Rubin
D/B/A IRVING'S Red-Hot's
Mailing Address P.O. Box 663 Sun Valley, ID 83353
Phone Number 208-720-1664

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

Record owner of the property EDELWISE Condo minipm

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

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

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

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

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

Applicant Jill Rubin Jill Rubin Relation to Business owner

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

Kathleen Schwabinger
Notary Public or City Clerk or Deputy

License Fee Received \$ 100 KS

License No. 41A

Approved by City of Ketchum, ID _____ By _____ Mayor

Sept 16, 16



City of Ketchum
City Hall

September 6, 2016

Mayor Jonas and City Councilors:

**Recommendation to Adopt Resolution No. 16-015, to set a Public Hearing
and Publish Notice to Amend the 2015-16 Fiscal Year Budget**

Introduction/History

Per Idaho Code 50-1003 the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the annual appropriation ordinance. The city council, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance.

Current Report

Resolution No. 16-015 is a resolution of the City Council providing for publication of Notice of Public Hearing in the Idaho Mountain Express on September 7th and September 14th and for Public Hearing to be held at 5:30 p.m. on September 19th, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Requirement/Impact

If approved by the Council on September 19, 2016, the budget amendment would appropriate additional monies. Notice of Public Hearing showing Proposed Expenditures and Proposed Revenue has been included in the packet with Resolution No. 16-015.

Below are the funds and explanation for the expenditure budget amendment of \$154,000:

Park Capital Improvement Fund – Atkinson Park Ball Field
LOT-Additional 1% Fund – Sun Valley Air Service Board.
Park Development Trust Fund – Other Donation Programs

Below are the funds and explanation for the revenue budget amendment of \$154,000:

Park Capital Improvement Fund – Transfer from Original Lot Fund
LOT-Additional 1% Fund – Additional 1% LOT
Park Development Trust Fund – Miscellaneous Donations

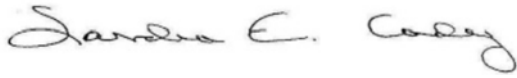
Recommendation

I respectfully recommend that the Ketchum City Council adopt Resolution No. 16-015.

Recommended Motion

"I move to approve Resolution No. 16-015, Providing for Publication of Notice of Public Hearing and for Public Hearing for an amendment to the 2015-16 Fiscal Year Budget".

Sincerely,

A handwritten signature in cursive script that reads "Sandra E. Cady". The signature is written in black ink and is positioned above the printed name.

Sandra E. Cady, CMFA
Finance Director

RESOLUTION NO. 16-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING FOR AN AMENDMENT TO THE 2015-16 FISCAL YEAR BUDGET.

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

SECTION 1. That public hearing thereon shall be held at 5:30 p.m., on September 19, 2016, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 2. That the City Clerk published said proposed amendment to the budget for the fiscal year 2015-16 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho, on September 7th and September 14th, 2016.

PASSED BY THE CITY COUNCIL this 6th day of September 2016.

SIGNED BY THE MAYOR this 6th day of September 2016.

Nina Jonas,
Mayor

ATTEST:

Robin Crotty,
Interim City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ketchum, Idaho will hold a Public Hearing for consideration of an amendment to the 2015-16 fiscal year budget by appropriating additional monies received by the City of Ketchum, Idaho, said hearing to be held at Ketchum City Hall, 480 East Avenue North at 5:30 p.m. on September 19, 2016

	<u>ACTUAL</u> <u>FY 14-15</u>	<u>Adopted Budget</u> <u>FY 15-16</u>	<u>Increase over</u> <u>Original</u> <u>Appropriation</u>
<u>EXPENDITURES</u>			
PARK CAPITAL IMPROVEMENT FUND			
Atkinson Park Ball Field	0	0	14,000
LOT-ADDITIONAL 1% FUND			
Sun Valley Air Service Board	1,716,522	1,721,393	125,000
PARK DEVELOPMENT TRUST FUND			
Other Donation Programs	0	22,100	15,000
		<u>TOTAL APPROPRIATION</u>	<u>154,000</u>
	<u>ACTUAL</u> <u>FY 14-15</u>	<u>Adopted Budget</u> <u>FY 15-16</u>	<u>Increase over</u> <u>Original</u> <u>Appropriation</u>

<u>REVENUES</u>			
PARK CAPITAL IMPROVEMENT FUND			
Transfer from Original LOT Fund	0	0	14,000
LOT-ADDITIONAL 1% FUND			
Additional 1% LOT	1,787,339	1,784,129	125,000
PARK DEVELOPMENT TRUST FUND			
Miscellaneous Donations	0	29,100	15,000
		<u>TOTAL APPROPRIATION</u>	<u>154,000</u>

At said hearing any interested person may appear and show cause, if any he has, why such proposed appropriation ordinance amendment should or should not be adopted.

DATED this 6th day of September 2016

Sandra E. Cady, CMFA
Finance Director

Publish: Idaho Mountain Express
September 7, 2016
September 14, 2016



City of Ketchum

September 6, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to hold the Public Hearing and to Adopt Ordinance No. 1163
Amending the FY15-16 Annual Appropriation Ordinance
By Appropriating Additional Monies and Specifying Authorized Activities**

Introduction and History

Per Idaho Code 50-1003 the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the annual appropriation ordinance.

On August 24, 2015 the Council adopted Ordinance No. 1139 entitled the Annual Appropriation Ordinance for the Fiscal Year Beginning October 1, 2015, appropriating to the various budgetary funds, sums of money deemed necessary to defray all necessary expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of a sufficient tax upon the taxable property and specifying the objects and purposes for which said appropriation is made, and providing an effective date.

The city council of any city may, by the same procedure as used in adopting the original appropriation ordinance at any time during the current fiscal year, amend the appropriation ordinance as a result of an increase in revenues from any source other than ad valorem tax revenue. A city whose property tax certification is made for the current fiscal year may amend its budget and annual appropriation ordinance, pursuant to the notice and hearing requirements of Idaho Code 50-1002.

Summary of Request

Ordinance No. 1163 is an ordinance, amending Ordinance No. 1139, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016. Ordinance No. 1163 outlines the Proposed Expenditures in the amount of \$154,000 and Proposed Revenues in the amount of \$154,000.

Financial Impact

If adopted by the Council on September 19, 2016, the budget amendment would appropriate additional Revenues and Expenditures as outlined in Ordinance No. 1163.

Recommendation

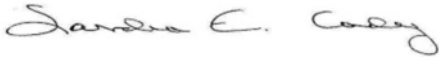
Staff recommends the Council conduct the first reading of the Annual Appropriation Ordinance No. 1163.

Recommendation Motion

I move to approve the first reading of Ordinance No. 1163, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1139, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND, PROVIDING AN EFFECTIVE DATE.

(Roll call required)

Sincerely,

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

Sandra E. Cady, Finance Director

Attachment: Ordinance No. 1163

ORDINANCE NO. 1163

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1139, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016: APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND, PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance Number 1139, the Annual Appropriation Ordinance for the City of Ketchum, Idaho, for the fiscal year commencing October 1, 2015, and ending September 30, 2016, be and the same is hereby amended as follows:

To be used for the following authorized activities:

PARK CAPITAL IMPROVEMENT FUND	
Atkinson Park Ball Field	14,000
LOT-ADDITIONAL 1% FUND	
Sun Valley Air Service Board	125,000
PARK DEVELOPMENT TRUST FUND	
Other Donation Programs	15,000
<u>TOTAL EXPENDITURE APPROPRIATION</u>	<u>154,000</u>

That the additional sum be appropriated out of the revenues received from:

PARK CAPITAL IMPROVEMENT FUND	
Transfer from Original Lot Fund	14,000
LOT-ADDITIONAL 1% FUND	
Additional 1% LOT	125,000
PARK DEVELOPMENT TRUST	
Miscellaneous Donations	15,000
<u>TOTAL REVENUE APPROPRIATION</u>	<u>154,000</u>

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 19th day of September 2016.

NINA JONAS
Mayor

ATTEST:

Robin Crotty
Interim City Clerk

Publish: Idaho Mountain Express
September 28, 2016



City of Ketchum
City Hall

September 6, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to Accept the Terms of the Engagement
For Auditing Services from Dennis R. Brown, CPA**

Introduction/History

The City engaged Dennis R. Brown, CPA for auditing services for the Fiscal Years ending September 30, 2013, September 30, 2014 and September 30, 2015. The engagement included any and all out of pocket costs for travel, supplies, food and lodging.

Current Report

Dennis Brown's proposal for auditing services is for Fiscal Years ending September 30, 2016. The audit objective and procedures are outlined in the engagement letter. This engagement is not intended to bind future City Councils and may be rescinded by either party upon 60 days written notice.

Financial Requirement/Impact

Auditing Service Fee for 2015 was \$7,900. The Auditing Service Fee for 2016 is \$8,100, an increase of \$200.

Recommendation

I respectfully recommend the City Council accept the Terms of the Engagement for Auditing Services with Dennis R. Brown, CPA.

Recommended Motion

"I move to accept the Terms of Engagement for Auditing Services with Dennis R. Brown, CPA."

Sincerely,

Sandra E. Cady, CMC
City Treasurer/Clerk



828 Blue Lakes Boulevard North • P.O. Box 2367 • Twin Falls, Idaho 83303 • (208) 733-1161 • Fax: (208) 733-6100

July 13, 2016

City of Ketchum Idaho
Ketchum, Idaho

I am pleased to confirm my understanding of the services I am to provide the City of Ketchum, Idaho (City) for the year ended September 30, 2016. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Ketchum, Idaho as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Information

I have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying my auditor's report on the financial statements.

Audit Objectives

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of the City's financial statements. My report will be addressed to the City Council of the City of Ketchum, Idaho. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or may withdraw from this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during my audit I become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. My responsibility as auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

I will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that I report.

You are responsible for the preparation of the supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views

on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

I will provide copies of my reports to the City of Ketchum, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dennis R Brown, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dennis R. Brown CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

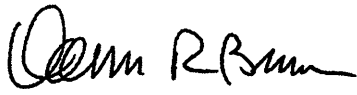
I expect to begin my audit on approximately November 7, 2016 and to issue my reports no later than December 15, 2016. This estimate annually is based on availability of records and cooperation of City personnel. Dennis R Brown is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that my gross fee, including expenses, will not exceed \$ 8,100. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

This engagement is not intended to bind future City Councils and may be rescinded by either party upon 60 days' written notice.

I appreciate the opportunity to be of service to the City of Ketchum, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,



Dennis R. Brown
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Ketchum, Idaho.

By: _____

Title: _____

Date: _____



City of Ketchum

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

September 6, 2016

Mayor Jonas & City Council
City of Ketchum,
Ketchum, ID 83340

Mayor Jonas & City Councilors:

Recommendation to Adopt Resolution No. 16-016 Destruction and Disposal of Semi-Permanent Records

Introduction/History

Idaho Code requires the City Council to authorize the destruction and disposal of records and documents that are not required to be retained as permanent records and that have met the minimum retention period provided by the City of Ketchum Record Retention Schedule.

Current Report

The records have all met the retention period per the City of Ketchum Record Retention Schedule and have been reviewed by the City Attorney and the State Archives. The records list on Resolution No. 16-013 will be disposed of on-site by a shredding truck.

Recommendation

I, respectfully recommend that the City Council approve Resolution 16-016 and authorize the Mayor to sign the resolution.

Suggested Motion

"I move to approve Resolution No. 16-016 authorizing the destruction of semi-permanent records authorize the Mayor to sign."

Sincerely,

Robin Crotty
Interim City Clerk

RECORDS DESTRUCTION – September 2016

Box #	Record Date	Box Contents	Destruction Date	Retention
1	10/2008 – 10/2010	G/L Caselle Reports	2015	5 Years
2	10/2010-9/2011	G/L Caselle Reports	2016	5 Years
3	9/2011-9/2012	G/L Caselle Reports	2016	5 Years
4	3/2011-4/2011	Accounts Payable	2016	5 Years
5	8/2011 – 9/2011	Accounts Payable	2016	5 Years
6	9/2011 – 12/2011	Accounts Payable	2016	5 Years
6	2010-2011	URA Bills	2016	5 Years
7	5/2011 – 7/2011	Accounts Payable	2016	5 Years
8	7/2009 – 7/2011	STP Billing	2016	5 Years
9	3/2010 – 5/2010	Accounts Payable	2015	5 Years
10	12/2010 – 2/2011	Accounts Payable	2016	5 Years
11	12/2009 -2/2010	Accounts Payable	2015	5 Years
12	9/2009 – 11/2009	Accounts Payable	2014	5 Years
13	1/2009 – 3/2009	Accounts Payable	2014	5 Years
14	11/2008 – 1/2009	Accounts Payable	2014	5 Years
15	4/2009 – 6/2009	Accounts Payable	2014	5 Years
16	7/2009 – 8/2009	Accounts Payable	2014	5 Years
17	6/2010 – 8/2010	Accounts Payable	2015	5 Years
18	9/2010-11/2010	Accounts Payable	2015	5Years
19	7/2011-7/2012	Sales Tax Returns	2016	5 Years
20	8/2010-12/2010	Sales Tax Returns	2015	5 Years
21	1/2009-6/2009	Sales Tax Returns	2014	5 Years
22	2000-2005 2001 2009	Sales Tax Correspondence	2014	5 Years
23	1/2011-6/2011	Sales Tax Returns	2015	5 Years
24	1979-1996	Option Tax Correspondence	2001	5 Years
25	7/2009-12/2009	Sales Tax Returns	2004	5 Years
26	1/2010-6/2010	Sales Tax Returns	2015	5 Years
27	7/2008-12/2008	Sales Tax Returns	2013	5 Years
28	2006-2011	Alcohol Beverage License	2016	5 Years



City of Ketchum

September 6, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Discussion and approval of Resolution 16-017 Fee Resolution, establishing criteria for accepting security bonds in place of required in-lieu fees and requiring a completion bond for certain projects

Introduction and History

Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. Resolution 16-006 made minor changes to that resolution to address when fees are collected for building permits. Resolution 16-008 made additional changes, added an Administrative Review Fee, Catering Permit Fee, and provided for economic development incentives. On August 15, the City Council heard a request from Trail Creek Fund LLC to make additional changes to the Fee Resolution to address bonding for in-lieu of housing fees.

In the event the Council decides to allow bonding for in-lieu fees, attached is Resolution 16-017 that allows for this option and makes additional changes to recover administrative expenses associated with development requests. The Administrative Expense Fee allows the city to invoice an applicant for any requests made that require staff time but are not covered by the standard list of application fees.

Summary of Request

At the August 15, 2016 regular meeting of the City Council, Trail Creek Fund LLC requested an amendment to the Fee Resolution that would allow for submitting a security bond in place of actual payment of in-lieu fees when the building permit is picked up. Based on this discussion, staff was given direction to research questions related to this request and other concerns raised by the Council. The following summarizes the Council's direction and staff's conclusions:

1. Security bond submitted for in-lieu fees when permit is picked up.

- a. The attached draft resolution now contains language that allows for an applicant to submit a security bond, guarantee, letter of credit, or cash deposit when a building permit is picked up, subject to review and approval by the City Attorney.
- b. Staff looked into requiring both a tiered payment schedule and requiring 110% or more of the in-lieu fees in the form a security bond, depending on when the bond is redeemed relevant to the status of the project. Legal counsel researched a tiered structure and advised against requiring any bond amount greater than 100% for in-lieu fees. This opinion is based on the codified formula for calculating the fees and which does not allow for costs above the full amount.
- c. Council also asked to make sure the City is protected in the event there is a bankruptcy or other event where project funding is in jeopardy or the project applicant changes. If Council amends the resolution to allow for a security bond, the city will require that the city is placed in the first position to secure funds in the event of a financial problem.

2. Completion Bond.

- a. The City Council also raised concerns about deferring required in-lieu payments so that the project can move into construction. If there is insufficient funding for the project in lieu fees and construction costs, there is concern the project construction may stall and the city is left with an abandoned construction site. The question has been asked how the city can restore a jobsite when a construction project loses its viability and is abandoned. This situation has occurred in the City of Ketchum and was not remedied for years. In response to the Council’s concerns, the City Attorney researched the question and concluded that a completion bond would not be enforceable by the City in a resolution. Instead, the city attorney is advising to include this requirement in an ordinance, similar how the Subdivision Ordinance specifies the terms of performance bonds for public infrastructure. The City Attorney also advised looking into enforcement of existing ordinances or adoption of new ordinance requirements addressing safety and security of vacant or abandoned construction sites.
- b. For the reasons stated above, the attached draft resolution does not contain any language concerning a completion bond.

3. Administrative Expense Fee.

- a. The Fee Resolution attempts to capture all costs related to specific applications, however recent requests to amend the fee resolution and other similar requests do not fall into any specific application category. The Council has brought up a concern that the time required to fulfill these requests should be billed back to the applicant to reimburse the city for administrative expenses.
- b. To address the Council’s concerns over staff expenses that are not recovered for requests outside of specific application, a new fee was added that gives staff the ability to invoice the applicant for the actual expenses incurred to fulfill their request.

The City Council should consider the questions and conclusions above and direct staff accordingly. Resolution 16-017 is drafted and attached to this staff report, however it can be modified at the Council’s direction.

Background

Trail Creek Fund LLC is the legal entity that is constructing the Auberge Resort Hotel. The building permit for this project was issued on July 6, 2016 and has not been picked up by the applicant. When the applicant picks up the building permit, they are required to pay the balance of the building permit fees, which include the assessed in-lieu of housing fees. The total amount due when Trail Creek Fund LLC picks up its building permit is \$1,513,674.00. The following summarizes the fee amount currently invoiced to Trail Creek Fund LLC:

Fee	Amount
Impact Fees	\$440,734.00
In-Lieu Housing Fee	\$1,072,940.00
Total due	\$1,513,674.00

Trail Creek Fund LLC is now requesting an amendment to Resolution 16-008 to allow for paying fees in-lieu of housing at Certificate of Occupancy and requiring a security bond for the fees when the building permit is picked up. This would require a security bond submitted to the City in the full amount required for the in-lieu fees when the building permit is picked up. When the Certificate of Occupancy is issued, Trail Creek will pay the amount due. Security bonds are routinely used for public infrastructure improvements within the right-of-way but the current fee resolution does not have language that allows for a bond to be used for paying in-lieu fees.

Staff routinely accepts security bonds for public improvements that are required for a project. Where a bond has the same value as cash to the City of Ketchum, staff does not have concerns with accepting a bond for in-lieu fees when the permit is picked up with the actual payment of the fees when the Certificate of Occupancy is issued.

Financial Impact

The request is to alter the timing of fee payments, not the amounts. Therefore, there is no significant financial impact other than additional staff time in monitoring the scheduling and receipt of fee payments.

Recommendation and Motion

Staff recommends the council approve the request and direct staff to revised the fee resolution accordingly.

“I move to approve Resolution 16-017.”

Attachments:

1. DRAFT Resolution 16-017

RESOLUTION NUMBER 16-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO ESTABLISHING A FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016.

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016;

WHEREAS, the City Council considered additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008, thereby establishing the citywide fee resolution.

WHEREAS, the City Council considered additional amendments to the fee resolution on September 6, 2016 and adopted Resolution 16-017, thereby repealing and replacing Resolution 16-008 and establishing the citywide fee resolution under Resolution 16-017.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

TOTAL VALUATION¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee:65% of Permit Fee
P&Z Plan Check Fee:	70% of Plan Check Fee
Fire Department Plan Check Fee:	Same as P&Z Plan Check Fee
OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours	\$.60 per hour ² (minimum charge--two hours)
2. Re-inspection fees assessed under provisions of Section 109.7	\$.60 per hour ²
3. Inspections for which no fee is specifically indicated	\$.60 per hour ² (minimum charge--one-half hour)
4. Additional and partial inspections above the minimum required by the building codes may be charged.	\$.60 per hour ² (minimum charge—one hour)
5. Additional plan review required by changes, additions or revisions to plans	\$.60 per hour ² (minimum charge--one-half hour)
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge)	\$100 ²
7. For use of outside consultants for plan checking and inspections, or both	Actual costs ³
8. Penalty for commencement of work without a building permit	\$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)
9. Deferred submittals, per each submittal25% of Plan review fee
10. Temporary Certificate of Occupancy (non-refundable)	\$.1,000
11. Alternative Energy System Installation	\$.100 ⁴
11. Demolition Fee	\$.50 ⁵
12. Administrative Review Fee	\$.190 per day
NOTES TO TABLE 1-A	
¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
³ Actual costs include administrative and overhead costs.	
⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Administrative Expense Fee. For any services provided to an applicant that are not covered in the standard fee schedules listed in this resolution, the City may invoice the applicant the full amount required for staff and administrative expenses to fulfill the request. This shall be billed to the applicant on an hourly basis and due according to a schedule established by the Administrator, but no later than issuance of a Certificate of Occupancy for any project. This fees shall apply to any request made after July 1, 2016.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit, applicant shall pay one hundred percent (100%) of all permit, plan check, fire plan check, and planning and zoning plan check fees. Except as provided in this section, or as provided in an approved, signed development agreement, all other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the issuance of a building permit. Any in-lieu of housing fees may also be paid when the Certificate of Occupancy is issued, provided at the time the building permit is picked up by the applicant, the

Planning and Building Department accepts a financial assurance of payment in the form of a security bond, guarantee, cash deposit, or letter of credit in the full amount of the in-lieu housing fees upon terms and conditions acceptable to the city and in a form approved by the City Attorney. In the event the fees are not paid when the Certificate of Occupancy is issued, the Administrator shall order the fees to be paid at the expense of the applicant and/or surety as provided in the bond, guarantee, cash deposit, or letter of credit. The City of Ketchum shall be identified as the beneficiary of any financial assurance provided by the applicant.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE	
APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel PreApplication	\$0.10/Sq Ft
Hotel Design Review (not phased)	\$0.32/Sq Ft
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq ft 2: \$0.16/sq ft 3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Emergency Stream bank Alteration Permit	\$250
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - Administrative	\$250
OTHER PERMITS	
Sign	\$125
Fence	\$50
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$675
Appeals	\$2,175 (+ cost of transcript if required)+
Off-Site Vendor	\$525 (seasonal), 750 (annual)*
Grading	\$125
Hotel PUD	\$0.48/Sq Ft
CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925
WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Parking in Lieu	\$38,500 per space
Amendment to Development Agreement	\$750

C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sq	\$0	\$.022/sf	\$.968/sf

TABLE 1-C.2 WATER IMPACT FEES	
	Impact Fee
1" Standard Meter	\$3,015
1.5" Standard Meter	\$6,783
1.5" Turbo Meter	\$6,783
2" Standard Meter	\$12,059
2" Turbo Meter	\$12,059
2" Compound Meter	\$12,059
3" Standard Meter	\$27,133
4" Standard Meter	\$48,236

TABLE 1-C.3 SEWER IMPACT FEES	
	Equivalent Connection Unit
Single Family	\$3,205
Studio, Condo, Duplex	\$1,602
1 Bed Studio, Condo, Duplex	\$2,403
2 Bed Studio, Condo, Duplex	\$3,205
3 Bed Studio, Condo, Duplex	\$4,006
Hotel Room	\$1,602
Bar or Restaurant	\$8.01/sf
Office, Retail, Lt. Ind.	\$1.60/sf
Warehouse	\$.27/sf

Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems. Permit Plan Check Fee: \$40.00 per hour Inspections and Testing Fee: \$40.00 per hour
a.2.	Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems. Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$40.00 per hour
c.l	Carnivals and Fairs. An operational permit is required to conduct a carnival or fair. Permit Fee \$50.00
c.2.	Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle. Permit Fee \$50.00
c.3.	Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both. Fee: Actual Costs Charged by Consultants per Project Review
c.4.	Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. Permit Fee: \$50.00
e.l.	Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. Permit Fee: \$100.00
e.2.	Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. Permit Fee: \$100.00
f. 1.	Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. Permit Fee: \$25.00
f.2.	Flammable or combustible liquids. An operational permit is required per Section 105.6.16. Permit Fee: \$100.00
h.l.	Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00

<p>h.2. Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0</p>
<p>L.1. Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$30.00</p>
<p>o.l. Oil or fuel tank removal. A construction permit is required:</p> <ol style="list-style-type: none"> 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. <p>Permit Fee: \$100.00</p>
<p>o.2. Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$40.00</p>
<p>p.1. Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee.</p>
<p>p.2. Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00</p>
<p>s.l. Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50</p>
<p>s.2. Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00</p>
<p>t.1. Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00</p>
<p>u.l. Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$40.00 per hour Apparatus: \$125.00 per hour</p>

Section 3: Parks and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3E – Park Reservations - Ketchum Residents and 501c(3) non-profit organizations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$55.00	100 people or fewer: \$110.00
101 people or more: \$110.00	101 people or more: \$215.00

Table 3F – Park Reservations – non-residents and commercial or private organizations*

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00

*for private events not charging an admission or participation fee

Table 3G – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3J – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
-----------------------	--

*Commercial uses when organizer charges an admission or participation fee

Table 3H – Special Events*

Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$100.00 per day
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event

*Additional departmental fees may apply and are assessed following the event

Table 3I – Film Permit*

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3C – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
--	---

Table 3D – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Improvement/Encroachment Permit	\$50
Right of Way Use Permit	\$20

TABLE 4-B WATER DIVISION FEES	
Water Connection Fee – 1” Water Meter	\$ 451
Water Connection Fee – 1.5” R2 Water Meter	\$760
Water Connection Fee – 1.5” C2 Water Meter	\$1,156
Water Connection Fee – 2” R2 Water Meter	\$936
Water Connection Fee – 2” C2 Water Meter	\$1,635
Water Connection Fee – 3” Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
City water tap and corporation stop installation	In addition to connection fees above
1” tap	\$203
1 ½” tap	\$220
2” tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Fire Line Permit Fee	\$241
Turn-On Fee	\$12.59
Turn-Off Fee	\$12.59
Water User Charges – Metered Users	
Base charge	\$10.44 per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$0.83
8,001 – 65,000	\$1.66
65,001 – 120,000	\$3.33
>120,000	\$5.01
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$18.00 per month/unit
Each additional cold water tap	\$1.67 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.62 per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$27.63 per month/unit
Each additional cold water tap	\$2.30 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.62 per month/unit
Fire User Charge	
<u>Connection Size</u>	
2”	\$6.19 per month
4”	\$12.59 per month
6”	\$25.30 per month
8”	\$37.37 per month
10”	\$50.60 per month
12”	\$62.62 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$12.59 per day

TABLE 4-C WASTEWATER DIVISION FEES

Service Inspection Free		\$40
Sewer User Charges		
Service No.	Classification	Rate Per Month
11	Single family home	\$ 24.85
12	Multiple living unit	\$ 24.85
13	Motel / hotel (first unit)	\$ 24.85
15	Office building / 1,500 square feet	\$ 24.85
16	Retail sales / 3,000 square feet	\$ 24.85
17	Restaurant / cafe per seat with or without a trap	\$ 2.46
20	Retail food / 1,500 square feet	\$ 24.85
21	Barber shop / per chair	\$ 12.42
22	Beauty salon / per operator	\$ 24.85
26	Dry cleaners	\$ 49.69
27	Garage / mechanical per 1,500 square feet	\$ 49.69
28	Laundries	\$ 99.38
29	Bank	\$ 49.69
30	School / per 50 students	\$ 24.85
31	Swimming pool / private / 500 square feet	\$ 6.19
32	Beer, wine, liquor	\$ 49.69
33	Theater / per screen	\$ 49.69
35	Nursery school	\$ 49.69
36	Church	\$ 49.69
37	Lodge / private / 3,000 square feet	\$ 49.69
39	Dentist / doctor/ per medical doctor	\$ 26.75
40	Car wash with recycle	\$ 26.75
41	Hospital / per bed	\$ 4.96
42	Bowling alley / per lane	\$ 9.93
43	Car wash without recycle / per bay	\$ 49.69
44	Commercial / 3,000 square feet	\$ 24.85
45	Photo development lab	\$ 49.69
46	Gas station with public restrooms	\$ 49.69
47	Warehouse / 6,000 square feet	\$ 24.85
48	Swimming pool / public / 500 square feet	\$ 18.62
54	Motel / hotel unit without cooking	\$ 6.19
55	Motel hotel, with cooking	\$ 12.42
56	Senior family living home	\$ 12.42
Returned Check Charge		\$10

Section 5: Administrative/City Clerk Fees

TABLE 5-A ADMINISTRATIVE/CITY CLERK FEES																																
Business License	Fee \$50.00	Late Fee Charge \$10.00 for business license application received after the deadline. Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.																														
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due																														
Copying Fee Schedule	<p>Cost per copy (in-house)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Black & White</u></td> <td style="width: 50%;"><u>Color</u></td> </tr> <tr> <td>\$.06/page: 8.5"x11" Single-sided</td> <td>\$.65/page: 8.5"x11"</td> </tr> <tr> <td>\$.06/page: 8.5"x14" Single-sided</td> <td>\$.65/page: 8.5"x14"</td> </tr> <tr> <td>\$.11/page: 8.5"x11" Double-sided</td> <td></td> </tr> <tr> <td>\$.11/page: 8.5"x14" Double-sided</td> <td></td> </tr> <tr> <td>\$.15/page: 11"x17" Single-sided</td> <td>\$.85/page: 11"x17"</td> </tr> <tr> <td>\$.29/page: 11"x17" Double-sided</td> <td></td> </tr> </table> <hr/> <p>Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">24" X 36"</td> <td style="width: 50%;">\$ 3.30/page</td> </tr> <tr> <td>22" X 34"</td> <td>\$ 3.00/page</td> </tr> </table> <hr/> <p>Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:</p> <ul style="list-style-type: none"> • If the request is more than one hundred (100) pages of paper records; or • The request includes records from which nonpublic information must be deleted; or • The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>LABOR RATES</u></td> <td></td> </tr> <tr> <td>City Administrator</td> <td>Current Salary divided by 2,080 hours per year</td> </tr> <tr> <td>Department Head</td> <td>Current Salary divided by 2,080 hours per year</td> </tr> <tr> <td>Assistant or Associate</td> <td>Current Salary divided by 2,080 hours per year</td> </tr> <tr> <td>City Clerk</td> <td>Current Salary divided by 2,080 hours per year</td> </tr> <tr> <td>Network Consultant</td> <td>Current Hourly Rate</td> </tr> </table> <p><u>OTHER CHARGES</u></p> <p>For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:</p> <ul style="list-style-type: none"> • The City of Ketchum's direct cost of copying the information in that form, including 		<u>Black & White</u>	<u>Color</u>	\$.06/page: 8.5"x11" Single-sided	\$.65/page: 8.5"x11"	\$.06/page: 8.5"x14" Single-sided	\$.65/page: 8.5"x14"	\$.11/page: 8.5"x11" Double-sided		\$.11/page: 8.5"x14" Double-sided		\$.15/page: 11"x17" Single-sided	\$.85/page: 11"x17"	\$.29/page: 11"x17" Double-sided		24" X 36"	\$ 3.30/page	22" X 34"	\$ 3.00/page	<u>LABOR RATES</u>		City Administrator	Current Salary divided by 2,080 hours per year	Department Head	Current Salary divided by 2,080 hours per year	Assistant or Associate	Current Salary divided by 2,080 hours per year	City Clerk	Current Salary divided by 2,080 hours per year	Network Consultant	Current Hourly Rate
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labor at hourly rates specified above, overhead at rate specified above and cost of materials;

- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

**Catering
Permit**

\$20.00 per day or as determined by Idaho Code 23-934A

This Resolution will be in full force and effect upon its adoption this fifth (5th) day of May, 2016.

CITY OF KETCHUM

Nina Jonas, Mayor

ATTEST:

Robin Crotty
Interim City Clerk

LAW OFFICES
THE ADOLPH LAW GROUP, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY

SEVENTY-FIRST FLOOR
COLUMBIA CENTER
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SEATTLE TELEPHONE
(206) 621-7900

TELEFAX
(206) 682-3203

August 16, 2016

Mayor Nina Jonas and City Council
P.O. Box 2315
Ketchum, ID 83340

Re: AUGUST 15, 2016 COUNCIL MEETING FOLLOW-UP

Dear Mayor Jonas and Council Members:

I viewed the City Council Meeting on-line and I want to thank you all for your many hours of consideration last night and the recognition of the on-going issues. The further amendment of Resolution 16-800 is an important and deliberative process.

While Mr. Bariteau indicated that he was some interim start-up financing from an Issaquah lender, he and his lawyer both warned that the actual construction financing was dependent upon high interest rate "hard money" loans of \$40,000,000 as well as a private equity partner taking substantial ownership interest for a \$20,000,000 contribution. The equity investor likely will insist on some or majority control of the investment. I have had substantial legal experience with the perils of such loans of "last resort." The majority of these loans end up in default and either foreclosure or bankruptcy. Ketchum witnessed a number of such large failed developments with dubious financing from 2005 to 2010 so this is not uncommon. The fact that Mr. Bariteau deems his financing source and its terms "confidential" is a red flag as to viability and reliability of construction funding.

In your further analysis of Mr. Bariteau's fee concession proposal, the City of Ketchum should consider more comprehensive payment and performance bonds covering not only the In-Lieu Housing fees, but also the Employee Housing commitment, and, importantly, the restoration of the building site to a wooded condition if excavation and construction is commenced but is halted by lack of funding or bankruptcy. Mr. Austin may have other project requirements in mind to bond also.

In order to comply with his first six month site inspection, Mr. Bariteau has stated his intent to commence excavation in October, 2016. If he does so, this will create a multi-story deep hole bordering Main Street, River Street and S. Leadville as you enter town. If his financing does not materialize later in 2017 or is interrupted for whatever reason, the City could

8/16/2016

Page 2

face an open eyesore for many, many years at this site.¹ We Trail Creek Crossings residents will look directly into this hole instead of an existing wooded view.

At the very least, the City should recognize the real risk of such project interruption and obtain appropriate bonding or security concessions from Mr. Bariteau to remediate an abandoned construction site (including any incomplete foundation or other structures) if his optimism for completing the hotel is misplaced.

Very truly yours,

THE ADOLPH LAW GROUP PLLC

/s/

Robert J. Adolph

RJA:cs

¹ As I write this letter, I look down out of my office in downtown Seattle and see a whole vacant block on Fourth Avenue at Cherry Street fenced off with a very deep excavation hole. This has existed since 2008, now eight years after the developer's financing collapsed.

Robin Crotty

From: Mayor's Office
Sent: Thursday, August 18, 2016 9:45 AM
To: Robin Crotty
Subject: FW: Auberg Hotel Bond

For packet.

LISA ENOURATO | CITY OF KETCHUM

Assistant City Administrator

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

o: 208.726.7803 | f: 208.726.7812

lenourato@ketchumidaho.org | www.ketchumidaho.org

From: JOHN D. JACOBY [mailto:johndjacoby@hotmail.com]
Sent: Thursday, August 18, 2016 9:30 AM
To: Mayor's Office <mayorsoffice@ketchumidaho.org>
Subject: Auberg Hotel Bond

Dear Mayor and City Council:

I am opposed to the bond issue contemplated for the hotel.
Please let me know what happens if the hotel goes bankrupt.
I think it is very risky for the citizens of Ketchum.

Please let me know.

Sincerely,

John D. Jacoby (Jake)

JOHNDJACOBY@HOTMAIL.COM

Sent from [Mail](#) for Windows 10



City of Ketchum

September 6, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Adopt Resolution 16-018, Establishing Solar Energy Summer and Waiving Alternative Energy Installation Fees

Introduction and History

In partnering with the City of Sun Valley and in support of the Solarize Blaine initiative, Resolution 16-018 waives the Alternative Energy Installation Fee for all solar installation applications during the months of June, July, August, and September.

This amends an earlier resolution, 16-012 at the request of an applicant who filed for a solar energy permit prior to the July 1 deadline in the previous resolution. If this resolution is approved, the applicant will receive a fee waiver and will be refunded their fees.

Summary of Request

The current fee for installation of any alternative energy system is \$100. The resolution would waive this fee during the month of July. The resolution would also designate the summer months as Solar Summer.

Financial Impact

For any application for a solar energy system, the fee is \$100. This amount would be waived and all labor and review for the project would be absorbed by city staff.

Recommendation and Motion

Staff recommends the council adopts Resolution 16-018 by the following motion:

“I move to approve Resolution 16-018.”

Attachments:

1. Resolution 16-018

RESOLUTION 2016-018
ESTABLISHING “SOLAR ENERGY MONTH” AND WAIVING ALTERNATIVE
ENERGY INSTALLATION FEES FOR ALL SOLAR INSTALLATIONS FOR THE MONTH OF JULY

WHEREAS, the Ketchum City Council desires to encourage the installation of home solar electric and/or solar hot water to promote clean renewable energy; and

WHEREAS, the Ketchum City Council desires to support the “Solarize Blaine” initiative, conducted by the non-profit Ketchum Institute for Resilience and its partners, to promote a bulk purchase of solar photovoltaic equipment and lower the cost of solar for Blaine County Residents; and;

WHEREAS, Pursuant to Idaho Code § 63-1311, the City of Ketchum is empowered to collect fees for services; and

WHEREAS, the City of Ketchum can eliminate one financial barrier to solar energy installation by waiving associated permit fees;

WHEREAS, the City of Ketchum adopted resolution 16-012 in July 2016 and Resolution 16-018 rescinds and replaces 16-012 in its entirety;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho, as follows:

SECTION 1: That the City of Ketchum hereby establishes the month of July 2016 as the City’s “Solar Energy Month.”

SECTION 2: That the City hereby waives all City-mandated fees charged for installation of solar energy systems for the period between July 1 and August 15, 2016 for any solar installation project that files for an Alternative Energy System Installation application between June 20 and September 31, 2016.

SECTION 3: That this resolution does not waive any fees required by the State Division of Building Safety, or other agencies or organizations with legally-binding oversight.

APPROVED BY THE KETCHUM CITY COUNCIL THIS 6th day of September, 2016.

APPROVED:

ATTEST:

Nina Jonas, Mayor
City of Ketchum

Robin Crotty, Interim City Clerk
City of Ketchum



City of Ketchum
City Hall

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, net-worked, 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:

User Cost	Rate/hour	Rate/kWh	Est users/day	Hours/user	Revenue/year	Initial Cost	Annual Fee	Years to Break-even
Free	\$0.00	\$0.00	2.5	4	\$0	\$7,077	\$235	
Pay	\$1.00	\$0.15	1	2	\$730	\$7,077	\$235	14.3
Pay	\$1.00	\$0.15	1.67	2	\$1,217	\$7,077	\$235	7.2
Pay	\$1.00	\$0.15	2	3	\$2,190	\$7,077	\$235	3.6

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,

A handwritten signature in blue ink, appearing to read "Micah Austin".

Micah Austin, AICP
Planning and Building Director

Attachments:

1. Agreement with ChargePoint, Inc.

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

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 *“PI”* 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, warranties 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 LIABILTY 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

CPI; or (iv) as otherwise explicitly provided in this Agreement. 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 lcsnotification@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

Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

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: _____	Name: Jonathan Kaplan
Title: _____	Title: General Counsel
Date: _____	Date: _____
Address: _____	Address: 254 E. Hacienda Ave Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

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.

EXHIBIT 2
API TERMS

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 a 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.



City of Ketchum
City Hall

September 6, 2016

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Approval of application to Idaho Power to reimburse the City of Ketchum for costs related to installation of an EV Charging

Introduction/History

Idaho Power recently launched an electric vehicle charging station incentive program which reimburses up to 50% of the total cost of installing an EV station. Applications must provide approximate costs and will be reviewed for eligibility. After the project is installed, the actual costs are submitted to Idaho Power for reimbursement.

Current Report

The ChargePoint charging station is projected to cost \$8,627.00 for installation. This includes the hardware purchased from ChargePoint and the electrical work to be completed by a local contractor. According to the Idaho Power application, "Funding requests will be accepted for up to 50% of the project costs (equipment and labor) not to exceed \$7,500 per company." As quoted, the City of Ketchum may be reimbursed up to \$4,313.50. The amount requested from the incentive grant is \$4,313.50.

Financial Requirement/Impact

The total amount required for the EV charging station is \$8,627. If the installation is completed according to cost estimates, Idaho Power will reimburse the city \$4,313.50, for a net project installation cost of \$4,313.50. This amount would come out of the KEAC line item for energy improvements.

Recommendation

Staff recommends approval of the application to seek reimbursement from Idaho Power for EV charging station costs.

Recommended Motion

"I move to approve the application to Idaho Power for reimbursement of costs associated with installation of an EV charging station at 500 N. East Avenue."

Sincerely,

Micah Austin, AICP
Planning and Building Director

Attachments:

1. Application to Idaho Power for reimbursement of EV charging station installation costs

Electric Vehicle Charging Station Incentive Offering Application



Instructions:

Step 1, Pre-application: Submit an Electric Vehicle (EV) Charging Station Incentive Offering Enrollment Application with sections one (1) and two (2) filled out. Pursuant to the Terms and Conditions, Idaho Power will review for eligibility in the order applications are received and applicants will be notified within ten (10) business days of receipt if approved for funding. One application per site.

Section 1: Applicant Information

Company Name City of Ketchum		Installation Address 500 N East Avenue		
Mailing Address PO Box 2315		City Ketchum	State Idaho	Zip 83340
Idaho Power Account # City of Ketchum	Applicant Federal Tax ID #	Business Type city government		Number of Employees or Customers per day: 50
Contact Name Micah Austin		Email maustin@ketchumidaho.org		Phone 208-727-5084
Is site owner occupied or rental? <input checked="" type="radio"/> Owner <input type="radio"/> Rental	If Rental: <input type="checkbox"/>	<input type="checkbox"/> Applicant certifies that they have the express written permission of the property owner.		
Total number of dedicated parking spaces at site: 2	Station will be for use by: (Check all that apply)	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Fleet <input type="checkbox"/> Employees	Estimated project completion date: 10/01/16	

Section 2: Funding Request Worksheet

Funding requests will be accepted for up to 50% of the project costs (equipment and labor) not to exceed \$7,500 per company, per site and \$15,000 per parent company.

Projected Project Cost: \$ 8,627.00 Funding Requested: \$ 4,313.50

I hereby certify that all information is accurate. I have read and agree to all the Electric Vehicle Charging Station Incentive Offering Terms and Conditions. I acknowledge that Idaho Power may verify all of the information provided. For complete terms and conditions, visit www.idahopower.com/ev.

Signature _____

Date _____

Instructions:

Step 2, Final Documentation: Once installed, submit section three (3) of application along with a copy of the charging station invoice(s), sales slip(s) or other documentation itemizing the equipment purchased and proof of installation. All documentation due by November 18, 2016.

Section 3: Post Installation and Equipment Information

Actual Projected Project Cost: \$ _____		Total Funding Requested: \$ _____	
<i>May not exceed 50% of the total project cost, up to \$7,500 per company, per site</i>			
Installation Contractor Name		Installation Contractor Phone	
Installation Date			Documentation Enclosed
Charging Station Manufacturer	Model #	Station Serial #	<input type="checkbox"/>
Charging Station Manufacturer	Model #	Station Serial #	<input type="checkbox"/>
Charging Station Manufacturer	Model #	Station Serial #	<input type="checkbox"/>
Charging Station Manufacturer	Model #	Station Serial #	<input type="checkbox"/>

I hereby certify that all information is accurate. I have read and agree to all the Electric Vehicle Charging Station Incentive Offering Terms and Conditions. I acknowledge that Idaho Power may verify all of the information provided. For complete terms and conditions, visit www.idahopower.com/ev.

Signature _____

Date _____



City of Ketchum
City Hall

September 6, 2016

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

Mayor Jonas and Members of the City Council:

Consideration of Ordinance #1162 amending Title 17, Ketchum Municipal Code, to repeal and replace Chapter 17.127, Signage, to remove and replace all content based regulations and to amend Chapter 17.12, Establishment of Zoning Districts and Matrices amending Section 17.12.040, Dimensional Standards to add provisions for roof top equipment and structures, add minimum lot size, and to clarify dimensional standards for building height, setbacks, and cantilevered decks.

Introduction

A proposed new Chapter 17.127, Signage, and a proposed amended Section 17.12.040, Dimensional Standards, are provided for City Council's consideration as Exhibits A and B of Ordinance #1162. The proposed ordinance is the culmination of efforts from the Planning and Zoning Commission, city staff, and the public. The proposed Chapter 17.127, Signage, removes and replaces all content based signage regulations in order to comply with the case Reed V. Town of Gilbert, ruled on by the Supreme Court of the United States on June 18, 2015; the Supreme Court ruled in favor of Reed, thereby determining that certain content-based sign regulations violate constitutional rights to freedom of speech as identified in the First Amendment to the United States Constitution. The proposed amendments to Section 17.12.040, Dimensional Standards, add provisions for rooftop equipment and structures, add minimum lot size, and clarify dimensional standards for building height, setbacks, and cantilevered decks.

Current Report

The Planning and Zoning Commission discussed the amended Section 17.12.040 and the proposed new Section 17.127 over the course of several months, including public hearings on July 11 and July 25, 2016. Additionally, two public outreach meetings were held, with one meeting on Thursday, June 20th and Friday, August 26th, 2016. During the July 25, 2016 public hearing the Planning and Zoning Commission recommended approval of the text amendments to the City Council.

Financial Requirement/Impact

No impacts have been identified.

Recommendation

Staff is recommending approval of Ordinance #1162.

Recommended Motion

"I move to approve the first reading of Ordinance #1162."

Sincerely,

Micah Austin,
Planning and Building Director



City of Ketchum
Planning & Building

September 6, 2016

City Council
City of Ketchum
Ketchum, Idaho

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF SEPTEMBER 6, 2016**

PROJECT: City Initiated Text Amendments to Title 17, Zoning Regulations to Chapter 17.12 Establishment of Zoning Districts and Matrices and Chapter 17.127, Signage, repealing and replacing Section 17.127, Signage, and amending Section 17.12.040, Dimensional Standards.

REPRESENTATIVE: City of Ketchum Planning and Building Department

DESCRIPTION: City-initiated text amendments to the City of Ketchum Municipal Code to amend Title 17, Zoning Regulations, to align the sign ordinance with the recent Supreme Court Decision, Reed v. Town of Gilbert, to amend the Community Core matrix, and to amend the dimensional standards section.

PLANNER: Micah Austin, Planning and Building Director and Brittany Skelton, Senior Planner

ATTACHMENTS:

1. Proposed ordinance amending Title 17 with all attachments.

NOTICE:

Planning and Zoning:

Public notice for the public hearing on July 11, 2016 was published in the Idaho Mountain Express on June 22, was posted in three public locations on June 8, and was sent to outside agencies on June 8.

City Council:

Public notice for the public hearing on September 6, 2016 was published in the Idaho Mountain Express on August 10, was posted in three public locations on August 8, and sent to outside agencies on August 8.

PUBLIC HEARINGS: Planning and Zoning

- July 11, 2016
- July 25, 2016

City Council

- September 6, 2016

BACKGROUND

Phase II of the Zoning Code rewrite is well underway and this portion of the project primarily addresses the sign code and minor amendments to the dimensional standards. Regarding the sign chapter amendments, in 2015 the Federal Supreme Court ruled against any content-based signage regulations in the Reed v. Town of Gilbert case. In this case, the Supreme Court ruled that any content based regulations were unconstitutional and violated the right to free speech. As a result, all cities and towns are revising their sign ordinances in compliance with the Supreme Court ruling. The legal advice for determining if a sign regulation is “content-based” is determined by whether the sign must be read to identify the category of signage. For example, a “political sign” must be read to determine if it qualifies as a political sign. This type of regulation has now been deemed unconstitutional and the ordinance revisions are designed to bring Ketchum’s sign ordinance into full compliance. Other than the content-based regulations, staff has found the City’s sign code adequate with no other significant changes required.

The second portion of the ordinance addresses changes made to the dimensional standards matrix in regards to mechanical equipment and inhabitable space on rooftops, such as greenhouses. Other clarifications and corrections were made and detailed below.

The Commission met on several occasions for work sessions and updates on these amendments. In total, these updates were generally discussed at ten Planning and Zoning meetings in 2016. A work session was conducted on April 25, 2016 to specifically discuss this amendment.

A public hearing was noticed according to Idaho Code §67-6509 and was held on July 11, 2016 and no public comment was received. The Commission continued the public hearing to July 25 at which time they recommended approval of the text amendments.

TABLE 1: Summary of Amendments to Chapter 17.127: Signage

SECTION	SUMMARY
17.127.010: PURPOSE AND INTENT	
17.127.020: APPLICABILITY	
17.127.020 – Applicability	<ol style="list-style-type: none"> 1. Section C. <i>Interest on The Premises</i> of the existing ordinance is stricken and the <i>Permit Exemptions</i> list is moved to Section C. on the proposed new ordinance. The existing Section C. states that “signs in any district shall identify or advertise only interest conducted on the premises”. This is a content based regulation because it necessitates reading the sign to determine whether or not the content of the sign is related to activity on the premises. 2. Existing Section D.6 of the <i>Permit Exemptions</i> list, which exempts signs six (6) square feet in size or less from permitting, is replaced with a new subsection C.10, which exempts one freestanding sign per lot, not to exceed four (4) square feet, provided there are no other signs on the lot or structure. In effect this regulation will allow small scale signs, such as real estate, yard sale, or political candidate signage, on a lot without the need for a permit; content based regulations in the existing ordinance currently address real estate, yard sale, and political signage. 3. Existing Section D.7 of the <i>Permit Exemptions</i> list, which exempts campaign signs from needing a permit, is stricken because this is a content based regulation. 4. Existing Section D.11 of the <i>Permit Exemptions</i> list, which exempts yard sale, community organization, and other similar signs, is stricken because this is a content based regulation.

	5. Existing Section E.6 of the <i>Prohibited Signs</i> list, which prohibited signs placed in or affixed to vehicles and parked so as to be visible from a public right of where the apparent purpose is to sell said vehicle, advertise a product, service or activity is stricken because this is a content based regulation. Other than the striking of E.6, the <i>Prohibited Signs</i> list is included in its entirety as Section D. of the proposed ordinance.
17.127.030: APPLICATION AND PROCEDURE	
17.127.030 – Application and Procedure	1. No changes are proposed to the application and procedures.
17.127.040: GENERAL	
17.127.040 – General	1. Existing Section C.3 and the regulations related to signage square footage for single and multi-family residential dwellings are stricken. Regulations related to commercial uses with street frontage are stricken because those regulations are contained in a new Section 17.127.050: <i>Sign Matrix</i> . Regulations related to uses that only have access from an alley remain for clarification purposes.
17.127.050: PERMANENT SIGN SPECIFICATIONS BY TYPE	
17.127.050 – Permanent Sign Specifications By Type	<ol style="list-style-type: none"> 1. This section is repealed and replaced by a new Section 17.127.050: <i>Sign Specifications Matrix</i>. The Matrix contains all sign area, height, setback, location, quantity and special provision information. 2. Monument and Directory sign types are removed; all other sign types remain. 3. Awning and Marquee signs are now differentiated.
17.127.060: TEMPORARY SIGN SPECIFICATIONS BY TYPE	
17.127.060 – Temporary Sign Specifications By Type	1. This section, which contains regulations for 5 sign types, is repealed. Two sign types, sandwich board signs and temporary banners, are moved to the proposed new section 17.127.050: <i>Sign Specifications Matrix</i> . Two other sign types, construction site signs and real estate signs, are removed because these are content based regulations. The <i>Temporary Signs and Banner Signs Within or Across Public Rights of Way</i> sign type is removed because the Public Works Department now approves this type of sign.
17.127.070: EXISTING CONFORMING, NONCONFORMING, ILLEGAL and ALLOWABLE SIGNS	
17.127.070 – Existing Conforming, Nonconforming, Illegal and Allowable Signs	1. No changes have been made to this section other than the change of date of codification of the ordinance.
17.127.080: VIOLATIONS AND ENFORCEMENT	
17.127.080 – Violations and Enforcement	<ol style="list-style-type: none"> 1. Violation of the sign ordinance is changed from a misdemeanor to an infraction; the penalties remain the same. 2. Language related to the City confiscating temporary signs and the fee for retrieval of temporary signs is stricken. 3. Authority to interpret the provisions of the sign ordinance is changed from the Planning and Zoning Commission to City Council.
17.127.090: APPEALS	
17.127.090 – Appeals	1. No changes are proposed to this section.

TABLE 2: Summary of Amendments to Section 17.12.040 Dimensional Standards

SECTION	SUMMARY
17.12.040 DIMENSIONAL STANDARDS	
17.12.040 – Dimensional Standards	1. The Community Core dimensional standard matrix is updated to add limitations and clarity for roof top equipment and structures, particularly inhabitable structures such as greenhouses. 2. Minimum lot size of 5500 square feet is corrected. 3. Building Height requirements are specified. 4. Setbacks for cantilevered decks are clarified.

TABLE 3: Compliance with Comprehensive Plan

SECTION	SUMMARY
17.127 SIGNAGE	
17.127 – Signage	The Community Design chapter of the Comprehensive Plan speaks to the importance of continuing to strengthen the community’s image and identity, particularly by protecting the visual quality of the community. The amendments to the sign ordinance not only bring the code into compliance with the Supreme Court’s ruling on Reed v. Town of Gilbert but maintain the size, quantity, and location regulations of the existing sign ordinance in order to protect the visual quality of Ketchum.
17.12.040 DIMENSIONAL STANDARDS	
17.12.040 – Dimensional Standards	The second Core Community Value defined in the Community Vision and Core Values chapter of the Comprehensive Plan is to have a vibrant downtown, which “functions as both an economic engine and the symbolic ‘heart and soul’ of the City”. Additionally, the Community Design Policy CD-1.3, Compatible Infill and Redevelopment Projects, stresses that “infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they will occur.” The proposed amendments to the Community Core Dimensional Standards matrix add clarification to regulations for building features such as roof top equipment and greenhouses, minimum lot sizes, cantilevered decks, and building heights. The clarified regulations provide a more definitive regulatory framework for the community core, which fosters a more predictable review process, thereby facilitating downtown development and redevelopment.

STAFF RECOMMENDATION

Staff recommends approval of proposed text amendments to Chapters 17.12 and 17.127 as proposed in Attachment 1.

OPTIONAL MOTIONS

1. "I MOVE TO RECOMMEND APPROVAL OF THE PROPOSED AMENDMENTS TO CHAPTER 17.12 and 17.127, FINDING THE AMENDMENTS IN COMPLIANCE WITH THE COMPREHENSIVE PLAN, THE ZONING ORDINANCE, AND THE SUBDIVISION ORDINANCE."
2. "I MOVE TO RECOMMEND DENIAL OF THE PROPOSED AMENDMENTS TO CHAPTER 17.12 AND 17.127, FINDING THE AMENDMENT _____"

ORDINANCE NO. 1162

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING TITLE 17, CHAPTER 17.127, SIGNAGE TO REMOVE AND REPLACE ALL CONTENT BASED REGULATIONS; AND AMENDING CHAPTER 17.12, ESTABLISHMENT OF DISTRICTS AND ZONING MATRICES, SECTION 17.12.040 DIMENSIONAL STANDARDS, COMMUNITY CORE DISTRICT MATRIX TO ADD PROVISIONS FOR ROOF TOP EQUIPMENT AND STRUCTURES, ADD MINIMUM LOT SIZE AND TO CLARIFY DEMINSIONAL STANDARDS FOR BUILDING HEIGHT, SETBACKS AND CANTILEVERED DECKS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum is authorized to amend the city zoning ordinance pursuant to Idaho Code § 67-6511; and

WHEREAS, on June 18, 2015, the Supreme Court of the Unites States ruled on the case, Reed v. Town of Gilbert, in favor of Reed thereby determining that certain content-based sign regulations violate constitutional rights to freedom of speech as identified in the First Amendment to the United States Constitution; and

WHEREAS, in an effort to simplify zoning regulations and to establish clear, objective standards for roof top equipment, dimensional standards, and structures in the Community Core District (CC); and

WHEREAS, the Planning and Zoning Commission after fully considering this request held a public hearing on July 11, 2016 and recommended approval to the City Council finding that the request, on the whole, was in compliance with the 2014 Comprehensive Plan; and

WHEREAS, the Ketchum City Council, having reviewed the proposed text amendment, held a public hearing on September 6, 2016; and

WHEREAS, the Ketchum City Council having considered the recommendation of the Planning and Zoning Commission and submitted comments and testimony from the public, having determined that it is in the best interests of the public and adopt the proposed text amendments to Title 17, Zoning Ordinance;

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

Section 1: AMENDMENTS TO CHAPTER 17.127 SIGNAGE. That Title 17 of the Ketchum Municipal Code be amended to delete Chapter 17.127 in its entirety and replaced with a revised Chapter 17.127 as attached and incorporated as Exhibit A to this Ordinance.

Section 2: AMENDMENTS TO SECTION 17.12.040 DIMENSIONAL STANDARDS, COMMUNITY CORE DISTRICT MATRIX. That Title 17 of the Ketchum Municipal Code be amended to delete Section 17.12.040 in its entirety and replaced with a revised Section 17.12.040 as attached and incorporated as Exhibit B to this Ordinance.

Section 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

Section 4. SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit C shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho on this 6th day of September, 2016.

APPROVED:

Nina Jonas, Mayor

ATTEST:

Robin Crotty, Interim City Clerk

EXHIBIT A

Chapter 17.127
SIGNAGE

SECTION:

- 17.127.010: PURPOSE AND INTENT
- 17.127.020: APPLICABILITY
- 17.127.030: APPLICATION AND PROCEDURE
- 17.127.040: GENERAL
- 17.127.050: SIGN SPECIFICATIONS MATRIX
- 17.127.060: EXISTING CONFORMING, NONCONFORMING, ILLEGAL AND ALLOWABLE SIGNS
- 17.127.070: VIOLATIONS AND ENFORCEMENT
- 17.127.080: APPEALS

17.127.010: PURPOSE AND INTENT:

Regulations addressing the number, location, size and placement of signs, symbols, markings, and other advertising devices are necessary and intended to maintain the attractiveness and orderliness of Ketchum, to protect the city's appearance, and to protect the public safety. As a historic mountain resort community with a significant tourist economy, the visual quality and character inherent in and around the city is enhanced by the application of sign regulations that produce a deliberate, clean appearance while providing flexibility and creativity of design.

17.127.020: Applicability:

- A. General: Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign, including, but not limited to, symbols, markings and other advertising devices, without complying with the applicable terms and provisions of this section.
- B. Sign Permit Required: Prior to erecting, constructing, placement, relocation, alteration, and/or modification of any permanent or temporary sign or banner, a sign permit shall be obtained from the city except as exempted in subsection C of this section. Such application for sign permit shall be subject to standards, procedures, and other requirements of this section.
- C. Permit Exemptions: The following signs are exempt from permit requirements of this subsection but shall conform to specifications and definitions of chapter 17.08 of this title as noted:
 - 1. Signs erected by a government or public agency in the public right of way, including, but not limited to, posting or display of an official notice by a public agency, advertising on public transit vehicles, and public utility signs for directional, warning or information purposes;
 - 2. Signs and notices required by a public agency to be posted on private property according to local and state code;
 - 3. Any sign inside a building not visible from the exterior of the building;
 - 4. Signs affixed to the body or window of licensed, registered vehicles that are used for normal day to day operations of businesses except signs placed in or affixed to vehicles and/or trailers that are parked so as to be visible from a public right of way where the apparent purpose is to sell vehicle, advertise a product, service or activity or direct people to a business or activity;

5. Merchandise displayed in windows;
6. Holiday decorations that are temporarily displayed on traditionally accepted, civic, patriotic and/or religious holidays, provided such decorations are maintained in safe conditions, do not constitute a fire hazard, and that the decorations comply with [chapter 17.132](#), "Dark Skies", of this title. LED lighting may be utilized;
7. Incidental signs;
8. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four (4) square feet and it is displayed from the inside of the building;
9. Interior signs, visible from the exterior of the building, not to exceed four (4) square feet per sign.
10. One freestanding (1) sign per lot, not to exceed four (4) square feet, provided there are no other signs on the lot or structure.

D. Prohibited Signs: The following signs shall be prohibited in all zoning districts:

1. Signs located within any public street, right of way, or other public property, except as allowed in this title.
2. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays visible from any public street, right of way or other public property.
3. Any sign located so as to conflict with the clear visibility of public devices controlling public traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
4. Roof signs, except historic signs or replicas of historic signs as allowed in this title.
5. Signs with a translucent plastic or other translucent material background which are internally lit or backlit.
6. Signs emitting sound.
7. Any inflatable object used for promotional or sign purposes.
8. LED lighting in conjunction with signage when the source is visible, except when used with holiday decorations.
9. Beacons.

17.127.030: APPLICATION AND PROCEDURE:

The following shall apply to all signs proposed in all zoning districts:

A. General Sign Permit:

1. Application: A completed sign permit application on a form furnished by the city and applicable fee(s) set by resolution of the Ketchum city council together with technical information published and updated from time to time by the city shall be filed by the applicant with the city.
2. Procedure: The city may request modifications to or additional information for any sign application for purposes of achieving compliance with the sign code regulations. The city shall approve, approve with conditions, or deny the sign permit application within thirty (30) days of receipt of all requested information and notify the applicant in writing.

B. Master Signage Plan For New Construction:

1. Application: A complete master signage plan that may include a building identification sign shall be submitted at the time of design review application for any new construction for all hotels, commercial, industrial, multi-family residential and mixed use projects. A master

signage plan shall include, but not be limited to, directional, tenant, advisory, and technical information published and updated from time to time by the city and shall show how the plan is integrated with the architecture of the building. Materials required for design review are more specifically listed in chapter 17.96 of this title.

2. Procedure: The procedure for master signage plans shall be in compliance with chapter 17.96.
 3. Individual Tenant Sign Permits Required: Following approval of a master signage plan, separate sign permits shall be required for all new signs prior to installation following the application and procedure contained in subsection A, "General Sign Permit", of this section.
- C. Existing Multi-Unit/Tenant And Private Institutional And Other Commercial Buildings:
1. Application: Existing multi-tenant buildings (2 or more businesses or residences) and institutional and other commercial buildings shall submit a master signage plan when any tenant applies for new signage, except when new signage remains consistent with existing signage for the building.
 2. Procedure: Master signage plans for existing buildings shall be considered and decided administratively by the city.
 3. New Businesses In Existing Buildings: A new business in a multi-tenant building must comply with a previously approved sign plan, unless a new sign plan for all tenants is submitted and approved.
- D. Historic Sign Replicas and Preservation Of Landmark Signs:
1. Application: Applications shall be made according to subsection A of this section.
 2. Procedure: Applications shall be considered and decided by the Ketchum city council utilizing the presumption that "historic" is considered to be fifty (50) years or older. However, applications for historic sign replicas and landmark signs shall be found to meet the definition contained in chapter 17.08 of this title.
 3. Sign Area: Sign area for historic sign replicas and landmark signs shall not count toward total signage limitations.

17.127.040: GENERAL:

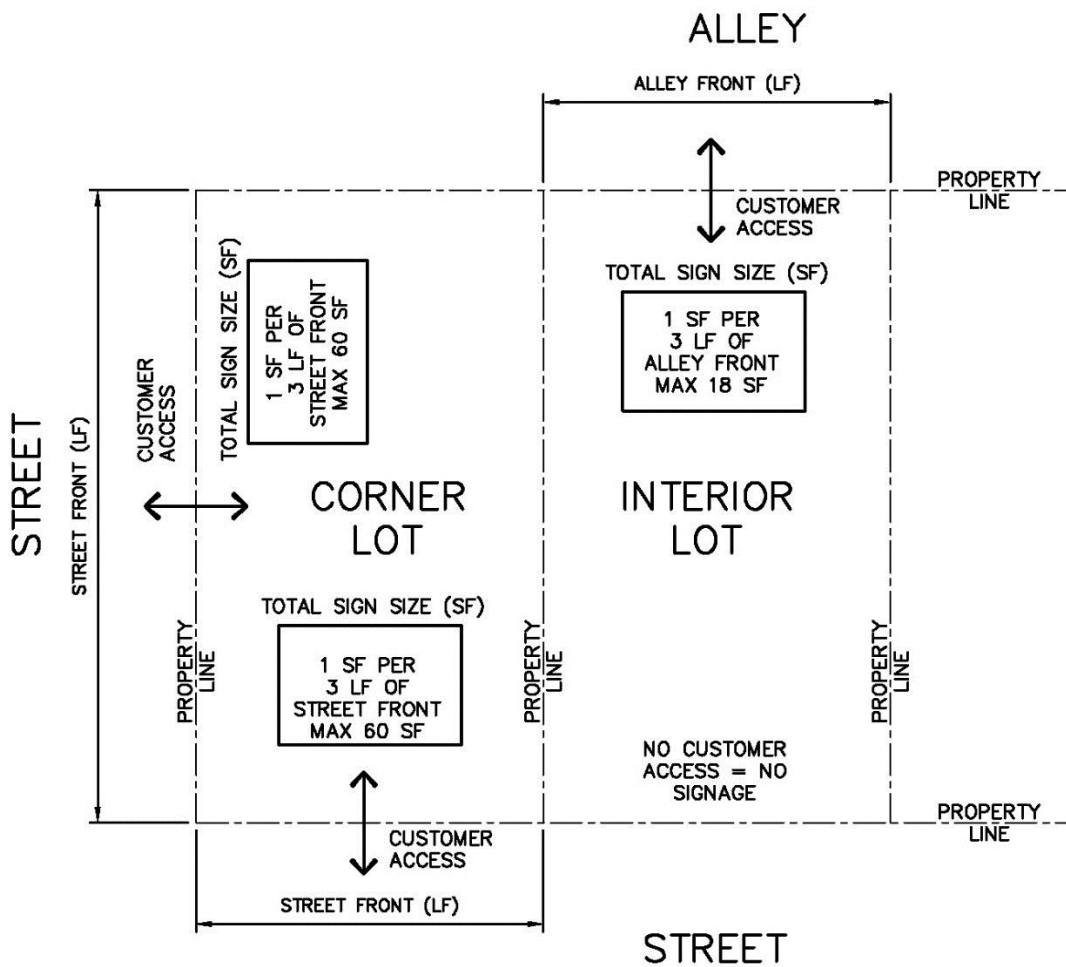
The following shall apply to all signs proposed in all zoning districts:

- A. Safety:
1. All signs shall be structurally sound and maintained in accordance with all applicable provisions of the international building code edition currently adopted by the city.
 2. Signs shall not be located in a manner that interferes with pedestrian or vehicular travel or poses a hazard to pedestrians or vehicles.
- B. Computations:
1. Sign Area: Sign area shall be measured as the area contained within the smallest polygonal shape that will enclose both the copy and the background. Sign copy mounted as individual letters or graphics against any part of a building or structure that does not have a distinct background, shall be measured as the sum of the smallest rectangle or square that will enclose each word and graphic. Where a sign consists of more than one face, section or module, all areas shall be totaled.

2. Sign Height For Freestanding And Sandwich Board/Portable Board Signs: The height of a sign shall include the frame, if any, and be computed as the distance from the base including feet of the sign, except as provided herein, at normal grade to the top of the highest attached component of the sign. Normal grade shall be the lower of either existing grade or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating. When the normal grade cannot be reasonably determined, the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower, shall be used as normal grade.

C. Street Frontage: Each street frontage with direct customer access is considered separately.

1. Where building(s) have no street frontage and direct customer access is from an alley, the building is permitted one square foot of signage for every three feet (3') of linear alley frontage, not to exceed eighteen (18) square feet; and each individual permitted commercial and mixed use is allowed one sign parallel to the alley frontage with direct access and one sign that is perpendicular to the alley with direct access.



D. Sign Lighting Regulations: The following shall apply to all signs proposed in all zoning districts:

1. External illumination of signs shall conform to [chapter 17.132](#), "Dark Skies", of this title and be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible from any adjacent public right of way, surrounding property, or motorist's vision.
2. Internal lighting or backlighting shall conform to [chapter 17.132](#), "Dark Skies", of this title.
3. Gas filled light tube (neon or facsimile) signs with tubes exposed to view of any size may be utilized inside the premises. One gas filled light tube (neon or facsimile) per business, provided it does not exceed four (4) square feet and it is displayed from the inside of the building.
4. LED lighting may be utilized provided the light source is recessed and not directly visible from any adjacent public right of way, surrounding property, or motorist's vision.

E. Signs Overhanging Public Rights Of Way: All signs, awnings, and marquees allowed to overhang a public right of way shall be subject to building code compliance, release of city liability, maintenance, safety, removal upon demand of the city, and other conditions at the time of permit issuance and prior to installation. The sign permit shall constitute an agreement between the applicant and the city concerning the public right of way.

17.127.050: SIGN SPECIFICATIONS MATRIX:

The following categories of signs shall comply with the applicable specifications and shall be counted toward the total permissible signage specified in subsection C of this section.

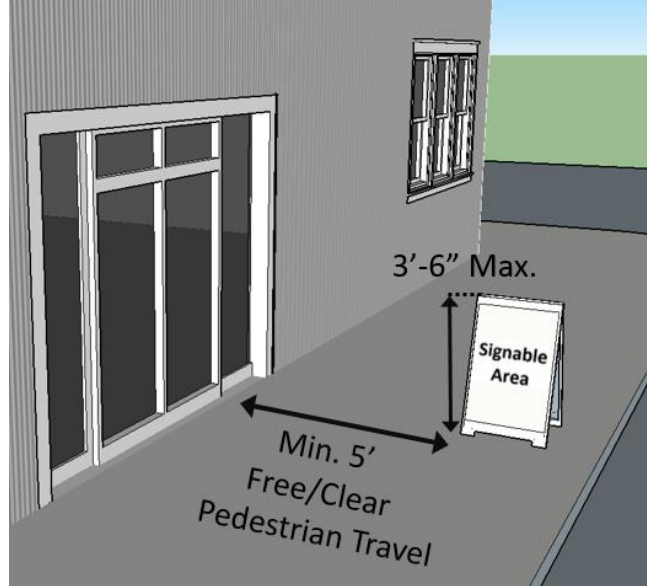
[<<Insert Signage Matrix Here>>](#)

sf = square feet

Districts	Sign Types	Maximum Area/Size	Maximum Height	Setback/Location	Maximum Number	Special Provisions
CC, T, T-3000, T-4000, LI-1, LI-2, & LI-3 Districts	<u>Awning</u>	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf. Each street frontage with direct customer access is considered separately.	1 foot or 80% of the height of the face or valance, whichever is less. A min. of 8' of clearance to grade required for the lowest portion of the awning or marquee.	Street fronting face of the awning.	N/A	Shall be calculated as part of total signage allowed per business.
	<u>Free Standing</u>	For every 1 linear foot of principle building 1/2 sf of free standing signage is allowed, not to exceed 20 sf per side.	12' from highest point to adjacent grade.	25' clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface.	One per building street frontage.	No more than two faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot.
	<u>Marquee</u>	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf. Each street frontage with direct customer access is considered separately.	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, above the eaves line/fascia of any roof type or above the highest portion of the marquee.	Street fronting face of the marquee.		Shall be calculated as part of total signage allowed per business.
	<u>Projecting</u>	Determined by height, clearance and projection parameters.	A min. of 8' of clearance to grade required for the lowest portion of the projecting sign. The top of sign shall be located below the windows on the second floor of the building.	N/A	One per store front entrance.	Shall not extend more than 4' from the building. The max. profile or thickness shall not exceed 6".
	<u>Sandwich Board</u> <i>(See graphic below)</i>	6 sf of signage area	3'-6" from grade	Shall be located within the frontage of the subject property and proximate to the building entrance. A min. of 5' must be maintained for pedestrian travel.	One per business	No more than two sides per sandwich board sign. Shall not be counted toward the total size of permissible signage.
	<u>Temporary</u> ²	30 sf	Shall not extend above the second story of the building the sign is displayed on and shall maintain at least 8' from grade to bottom of sign.	Shall be located on private property and not encroach into the public ROW.	No more than two allowed per business at any one time.	Shall not be counted toward the total size of permissible signage. Displayed on private property for a max. of 45 days in a calendar year, max. of 14 consecutive days at one time, and no more than 4 times in a calendar year.
	<u>Wall</u> ^{1&3}	1 sf of signage for every 3 linear feet of street frontage, not to exceed 60 sf. Each street frontage with direct customer access is considered separately.	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type.	N/A	Each individual permitted commercial use is limited to 2 signs that are parallel to the street frontage with direct customer access.	Any building façade shall not have a wall sign more than 40% of the unbroken façade area.
	<u>Window</u>	Shall not occupy more than 25% of the total area of a single window surface.		N/A		Any sign located inside of a building within 3' of an exterior window shall be counted as a window sign. All video displays visible from an exterior window are prohibited. Window signs are not included in the total allowed signage.
AF, RU and Residential Districts	<u>Free Standing</u>	18 sf	5' from highest point to adjacent grade.	25' clear zone shall be maintained per any street corner, intersection, curb cut or driveway, measured from the nearest edge of the driving surface.	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total sign-able area for the entire development.	No more than two faces per freestanding sign allowed. Shall be calculated as part of total signage allowed per lot.
	<u>Wall</u>	6 sf	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type.	N/A	1 per pedestrian or vehicular entrance, not to exceed 6 sf of total sign-able area.	Any building façade shall not have a wall sign more than 40% of the unbroken façade area.

1. Wall signs may be mounted or painted on the gable wall as long as the top of the sign does not extend above the eaves line.
2. For single season businesses, one temporary sign or banner sign shall be allowed in addition to signage allowed for the building in which it is located, provided it does not exceed 18 sf, is located on private property, and is displayed only during the season of operation.
3. Where buildings have no street frontage and direct customer access is from an alley, the building is permitted 1 sf of signage for every 3 feet of linear alley frontage, not to exceed 18 sf. Each individual permitted commercial use is allowed one sign parallel to the alley frontage with direct customer access and one sign that is perpendicular to the alley with direct customer access.

Sandwich Board Sign Graphic



17.127.060: EXISTING CONFORMING, NONCONFORMING, ILLEGAL AND ALLOWABLE SIGNS:

- A. Existing Conforming Signs: Existing conforming signs with a valid sign permit on file with the city of Ketchum may be replaced in its exact form (same graphics, symbols or copy, color, material, size, etc.) or relocated, as is, by amending the existing sign permit, without paying an additional application fee and shall not be subject to the provisions of this section.
- B. Legally Nonconforming Signs: Any sign conforming to the prior sign regulations which is not in conformance with this section:
 - 1. May not be replaced, except with an approved permit for new conforming sign;
 - 2. May not be changed in text or logo (except changeable copy signs);
 - 3. May not be expanded, moved or relocated; and
 - 4. Shall be removed if there is a change in occupancy on the premises.
- C. Illegal Signs: Any sign that did not comply with sign regulations in existence at the time the sign was erected is an illegal sign and shall be removed on or before **(Insert codification date here)**.
- D. Allowable Sign Types: Sign types not specifically allowable as set forth within this section are prohibited.

17.127.070: VIOLATIONS AND ENFORCEMENT:

- A. Violations: A violation of this section shall be an infraction punishable by a fine of not more than three hundred dollars (\$300.00), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each day the violation is not satisfied shall be considered a separate offense.
- B. Responsibility For Good Repair: It shall be the responsibility of the business and/or property owner to keep signs in a good state of repair at all times. Nonconforming signs may be repaired and maintained provided the repairs are for the sole purpose of maintaining the sign to its original condition and does not increase the degree of nonconformity.
- C. Unsafe Signs: Any sign which has been determined to be unsafe by the building official and/or the planning and zoning department or which has been constructed, erected or maintained in violation of this section, must be repaired, made safe, made in conformance with this section, or removed within ten (10) working days after receipt of certified notice from the city. Failure to respond to remedy the violation is unlawful and the business and/or property owner will be guilty of a misdemeanor. The city reserves the right to remove and seize any sign should it not be in conformance with this section after the final certified notice date.
- D. Interpretation: The City Council has the authority and duty to interpret the provisions of this section at the request of the Administrator or when a written appeal from a decision of the Administrator is filed.

17.127.080: APPEALS:

Appeals of a decision by the Administrator or Commission shall be filed in compliance with chapter 17.144 of this title.

EXHIBIT B

17.12.040: DIMENSIONAL STANDARDS, CC DISTRICT MATRIX:

- A. Development in the community core district shall comply with the standards set forth in the dimensional standards, CC district matrix. Dimensional standards for all other districts, unless otherwise specified, shall be found in section [17.12.030](#) of this chapter.
- B. In addition to the requirements of the dimensional standards, CC district matrix, the regulations of [chapter 17.128](#), "Supplementary Location And Bulk Regulations", of this title apply.

DIMENSIONAL STANDARDS, CC DISTRICT MATRIX

[<<Insert Dimensional Standards, CC District Matrix Here>>](#)

Community Core Dimensional Standards

Dimensional Standards		<i>Sub-District A: Retail Core</i>	<i>Sub-District B: Arts District</i>	<i>Sub-District C: Urban Residential</i>	<i>Sub-District D: Traditional Neighborhood</i>
Lot/FA R Misc.	Minimum lot size	5500 SF			
	Minimum lot width	Average of 55'			
	FAR requirements	See FAR requirements in section 17.124.130 of this title.			
Minimum Building Setbacks	Front & street side	0'	5' Average		
	Adjacent to alleyway	3'			
	Rear side not adjacent to an alleyway	0'			
	Interior side				
	Cantilevered decks and overhangs				
	Setback for 5th floors	20' from street sides and frontage and 10' on all other sides.			
	Setback for 4th floors	10'			
Nonhabitable structures, fixed amenities, solar and mechanical equipment affixed to a roof from all building facades.					
Maximum Building Heights	Cantilevered decks and overhangs	8' above grade and/or walking surface			
	Building height	42', unless otherwise allowed in this title.			
	Height of buildings devoted 100% towards community housing	50 ¹			
	Hotel building height (For hotel development standards see section 17.124.050.B.6 of this title.)	68 ¹	N/A		
	Nonhabitable structures located on building roof tops	10'			
	Perimeter walls enclosing roof top deck and structures	4' above roof surface height. Perimeter roof top walls are required to be at least 75% transparent.			
	Roof top solar and mechanical equipment above roof surface.	5'			

1. All buildings greater than 48 feet in height or that contain a 5th floor shall require final approval from the city council. For Hotel height standards, see section 17.124.050.B.6 of this title.

EXHIBIT C

**PUBLICATION OF SUMMARY OF ORDINANCE NO. 1162
CITY OF KETCHUM, IDAHO**

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, REPEALING AND REPLACING TITLE 17, CHAPTER 17.127, SIGNAGE TO REMOVE AND REPLACE ALL CONTENT BASED REGULATIONS WITH FORM BASED REGULATIONS; AND AMENDING CHAPTER 17.12, ESTABLISHMENT OF DISTRICTS AND ZONING MATRICES, SECTION 17.12.040 DIMENSIONAL STANDARDS, COMMUNITY CORE DISTRICT MATRIX TO ADD PROVISIONS FOR ROOF TOP EQUIPMENT AND STRUCTURES, ADD MINIMUM LOT SIZE AND TO CLARIFY DEMINSIONAL STANDARDS FOR BUILDING HEIGHT, SETBACKS AND CANTILEVERED DECKS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 1158 of the City of Ketchum, Blaine County, Idaho, adopted on September 6, 2016, is as follows:

- SECTION 1.** Repeals and replaces Chapter 17.127, Signage, in its entirety.
- SECTION 2.** Repeals and replaces Section 17.12.040, Dimensional Standards, CC District Matrix, in its entirety.
- SECTION 3.** Provides for a Repealer Clause.
- SECTION 4.** Provides a Savings and Severability Clause.
- SECTION 5.** Provides for publication of this Ordinance by Summary.
- SECTION 6.** Establishes an effective date.

The full text of this Ordinance is available at the City Clerk's Office, Ketchum City Hall, 480 East Avenue North, Ketchum, Idaho 83340 and will be provided to any citizen upon personal request during normal office hours.

APPROVED:

Nina Jonas, Mayor

ATTEST:

Robin Crotty, Interim City Clerk