

****Amended 02/26/2015****



CITY COUNCIL AGENDA OF THE CITY OF KETCHUM, IDAHO
Monday, March 2, 2015, beginning at 5:30 p.m.
480 East Avenue, North, Ketchum, Idaho

1. CALL TO ORDER
2. CONSENT CALENDAR
 - a. Approval of Minutes: February 2, 2015
 - b. Approval of Current Bills and Payroll Summary.
 - c. Landscaping Security Agreement for 411 East Sixth Street, LLC.
 - d. Voluntary Sales and Use Tax Agreement with Younique LLC.
3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
 - a. Communications from Mayor & Council
 - b. Communications from Council Liaisons: Michael David: Mountain Rides, Ketchum Community Development Corporation; Jim Slanetz: Blaine County Housing Commission.
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public. *For items not on the agenda.*
 - b. Update on the Big Wood River Bridge Project – Mike Pepper, KMP Planning.
5. ORDINANCES AND RESOLUTIONS.
 - a. Ordinance Number 1129: Water Revenue Bond for Water Improvement Project - Robyn Mattison, Public Works Director/City Engineer.
 - b. Ordinance Number 1130: Amending the Municipal Code – Micah Austin, Planning & Building Director.
 - c. Resolution 15-009: Amendment to the Planning and Zoning Commission By-Laws – Micah Austin, Planning & Building Director.
6. COMMUNICATIONS FROM STAFF.
 - a. Letter to Idaho Public Utility Commission Regarding Solar – Rebecca Bundy, Senior Planner.
 - b. Ore Wagon Museum Solar Photovoltaic System Contract Award – Rebecca Bundy, Senior Planner.
 - c. Cooperative Road Maintenance MOU with Blaine County – Brian Christiansen, Street Superintendent.
 - d. Contract for Services with Sun Valley Events for Wagon Days Event Coordination – Lisa Enourato, Assistant to the City Administrator.
 - e. Discussion of proposed letter to Blaine County Commissioners regarding the Bridge and Road Levy – Suzanne Frick, City Administrator.
 - f. Recommendation to Request the KURA to Initiate Repayment of the Affordable Housing Loan Funds Provided by the City of Ketchum – Suzanne Frick, City Administrator.
7. EXECUTIVE SESSION to discuss:
 - a. Litigation pursuant to Idaho Code §§67-2345 1(f).
8. ADJOURNMENT.

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

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

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

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

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

Please note that all people may speak at public hearings.

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

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

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

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Thank you for your participation.

We look forward to hearing from you!



City of Ketchum
City Hall

February 26, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

March 2, 2015 City Council Agenda Report

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

2. CONSENT CALENDAR.

a) Approval of Minutes: Special February 2, 2015 and Regular February 2, 2015.

The February 2, 2015 minutes have been provided in the packet for council review.

b) Approval of Current Bills and Payroll Summary.

A list of bills for approval and the payroll summary have been included in the packet for Council review.

c) Landscaping Security Agreement for 411 East Sixth Street, LLC.

Rebecca Bundy, Senior Planner has provided the Landscaping Security Agreement for 411 East Sixth Street, LLC in the packet for council review.

d) Voluntary Sales and Use Tax Agreement with Younique LLC.

Sandra Cady, City Treasurer/Clerk has provided the Voluntary Sales and Use Tax Agreement with Younique, LLC and a staff report in the packet for council review.

4. COMMUNICATIONS FROM THE PUBLIC.

b) Update on the Big Wood River Bridge Project – Mike Pepper, KMP Planning.

Mike Pepper, KMP Planning, will be making a brief update on the status and progress of the SH 75 Big Wood River Bridge Project.

5. ORDINANCES AND RESOLUTIONS.

a) Ordinance Number 1129: Water Revenue Bond for Water Improvement Project - Robyn Mattison, Public Works Director/City Engineer.

Ketchum has an opportunity to receive a State Revolving Fund (SRF) loan from the Idaho Department of Environmental Quality for a project to convert the remaining services off the Ketchum Spring Water system and onto the municipal system and install water meters. The project will include converting approximately 200 services and installing water meters. In locations where there is no adjacent municipal water line, such as Saddle Road and Spur Lane, meters will be installed at properties that don't already have meters and individual services will be connected to a new municipal water line at the time it is installed (at the cities cost). Pursuant to Idaho Code the city needs to obtain debt approval through a bond election in order to obtain the SRF loan for the KSW conversion project. A simple majority of citizens need to approve the bond. Robyn Mattison has provided a detailed staff report and a copy of the ordinance in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council approve the first reading of Ordinance Number 1129 authorizing a May bond election to obtain a State Revolving Fund loan. In addition, staff recommends waiving the second reading of Ordinance Number 1129 and approving the third reading at the March 16th Council meeting.

RECOMMENDED MOTION: *"I move to approve the first reading of Ordinance 1129 providing for the acquisition and construction of improvements to the domestic water system facilities of the city of Ketchum, Idaho; calling for a special election for the submission to the qualified electors of the city the question of incurring an indebtedness and issuing the revenue bonds of the city in a principal amount not to exceed \$449,000 to pay the cost thereof; establishing the date and time of election; approving a form of ballot and providing for notice of the special bond election; providing for registration of voters; providing for related matters; and providing an effective date."*

b) Ordinance Number 1130: Amending the Municipal Code – Micah Austin, Planning & Building Director.

In March of 2014 the city deleted Chapter 4.12 from the Ketchum Municipal Code, which removed text creating the Planning and Zoning Commission. The creation of the Commission, the number of members to be appointed, and the length of term are specifically required by Idaho Code 67-6504 to be adopted by Ordinance. The Ketchum Municipal Code no longer contains those sections, and it is appropriate to adopt a new ordinance. Micah Austin has provided a detailed staff report and a copy of the ordinance in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council adopt Ordinance 1130 to ensure the KMC is in compliance with state statute.

RECOMMENDED MOTION:

1st Motion: *"I move to waive the three readings of Ordinance Number 1130, and read by title only, pursuant to Idaho Code 50-902."*

2nd Motion: *"I move to adopt Ordinance Number 1130, amending Ketchum Municipal Code by adding Chapter 12, Planning and Zoning Commission to Title 4, Commissions and Boards, including definitions, creating a Planning and Zoning Commission, establishing number of members to be appointed, establishing term of office, and requiring compliance with 67-6504; providing a savings and severability clause; providing for repeal of conflicting ordinances; providing for codification; providing for publication; and, providing an effective date."*

c) Resolution 15-009: Amendment to the Planning and Zoning Commission Bylaws – Micah Austin, Planning & Building Director

Staff is recommending that amendments to the 2001 Planning and Zoning bylaws be considered. Micah Austin has provided a detailed staff report and a copy of the resolution in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council approve the amendment to the bylaws by adopting Resolution 15-009.

RECOMMENDED MOTION: *"I move to adopt Resolution 15-009, thereby amending bylaws for the Ketchum Planning and Zoning Commission."*

6. COMMUNICATIONS FROM STAFF.

a) Letter to Idaho Public Utility Commission Regarding Solar – Rebecca Bundy, Senior Planner.

Idaho Power Company has filed a request with the Idaho PUC to reduce PURPA contract terms from 20 years to 2 years. This would negatively affect renewable energy development. The Idaho PUC will conduct public hearings on the request in March 2015. The Ketchum Energy Advisory Committee has prepared a City of Ketchum Policy Paper for submittal to the Idaho PUC to communicate the City's position advising against reduction of contract terms. Rebecca Bundy has provided a detailed staff report and copy of the policy paper in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council authorize the Mayor to sign the City of Ketchum Position Letter.

RECOMMENDED MOTION: *"I move to authorize the Mayor to sign the City of Ketchum Position Letter."*

b) Ore Wagon Museum Solar Photovoltaic System Contract Award – Rebecca Bundy, Senior Planner

On October 20, 2014, the Ketchum Energy Advisory Committee requested City Council authorize a request for solar panels on the Ore Wagon Museum. Staff has reviewed the proposals submitted for a lease installation on the roof of the city-owned Ore Wagon Museum and recommends the Council approve the proposal submitted by Sagebrush Solar. Rebecca Bundy has provided a detailed staff report and a copy of the proposal in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council authorize staff to negotiate and execute a contract for the Ketchum Ore Wagon Museum Solar Photovoltaic System to Sagebrush Solar per the terms outlined in the Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV Proposal, received February 10, 2015.

RECOMMENDED MOTION: *"I move to authorize staff to negotiate and execute a contract for the Ketchum Ore Wagon Museum Solar Photovoltaic System to Sagebrush Solar per the terms outlined in the Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV Proposal, received February 10, 2015."*

c) Cooperative Road Maintenance MOU with Blaine County – Brian Christiansen, Street Superintendent.

In past years Blaine County has assisted the City of Ketchum with its chip sealing projects, and in return the City of Ketchum has offered similar miscellaneous help to Blaine County when they needed it. The

proposed Memorandum of Understanding provides guidelines for a collaborative work schedule for July 1, 2015 to August 28, 2015 between Blaine County and the City of Ketchum.

RECOMMENDATION: Staff respectfully recommends the Council approve the Memorandum of Understanding between the City of Ketchum and Blaine County.

RECOMMENDED MOTION: *"I move to approve the Memorandum of Understanding between the City of Ketchum and Blaine County concerning mutual road maintenance assistance.*

d) Contract for Services with Sun Valley Events for Wagon Days Event Coordination – Lisa Enourato, Assistant to the City Administrator

Sun Valley Events, Inc. is responsible for the entire management of the Wagon Days event. The contract period is for February 15, 2015 to September 15, 2015. It provides for Sun Valley Events, Inc. to be paid \$25,000 for their services. Lisa Enourato has provided a staff report and a copy of the contract in the packet for council review.

RECOMMENDATION: Staff respectfully recommends the Council approve the contract for services with Sun Valley Events, Inc. in the amount of \$25,000.

RECOMMENDED MOTION: *"I move to approve the contract for services with Sun Valley Events, Inc. in the amount of \$25,000."*

e) Discussion of proposed letter to Blaine County Commissioners regarding the Bridge and Road Levy – Suzanne Frick, City Administrator.

At the February 17th meeting Council discussed preparing a letter of support for the proposed Road and Bridge Levy. Staff has identified several priority projects that could be funded if the levy passes. Suzanne Frick has provided a detailed staff report and associated documents in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the Council support the proposed levy and approve the proposed project priorities.

RECOMMENDED MOTION: *"I move to communicate to the County Commissioners that the city of Ketchum supports the proposed two year Bridge and Road Levy, provided the county portion of Warm Springs Road is identified as a priority project, that other funding initiatives are pursued with the State, and approve the proposed projects for funding if the levy is approved.*

f) Recommendation to Request the KURA to Initiate Repayment of the Affordable Housing Loan Funds Provided by the City of Ketchum – Suzanne Frick, City Administrator.

Suzanne Frick, City Administrator, is recommending the city request the KURA to initiate repayment of the \$1,495,830 of affordable housing funds that was provided for the purchase of the 1st and Washington property. This would replenish the affordable housing funds and improve the feasibility of the 1st and Washington site for development. Suzanne Frick has provided a detailed staff report in the packet for Council review.

RECOMMENDATION: The Council could consider several options:

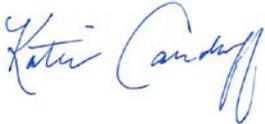
Request the KURA to identify a repayment schedule for the affordable housing funds;

Continue the approach to date with no repayment and an agreement that any project at the 1st and Washington site provide \$1,495,830 worth of affordable housing;

Staff respectfully recommends the Council request the KURA to identify a repayment schedule for the affordable housing funds.

RECOMMENDED MOTION: *"I move to request the KURA identify a repayment schedule to reimburse the city for the affordable housing funds and to remove the affordable housing obligation from the 1st and Washington property."*

Sincerely,



Katie Carnduff
Administrative Clerk



City Council

Regular Meeting

~ Minutes ~

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

Monday, February 2, 2015

5:30 PM

Ketchum City Hall

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

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Stephanie Bonney
Director of Planning and Building Micah Austin
Ketchum City Treasurer/Clerk Sandra Cady
Ketchum Police Chief Dave Kassner

1. CALL TO ORDER

Mayor Nina Jonas called the meeting to order at 5:32 p.m.

2. CONSENT CALENDAR

- a. **Approval of Minutes: December 15, 2014.**
- b. **Approval of Current Bills and Payroll Summary.**

Motion to approve the Consent Calendar

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

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS.

- a. **Communications from Mayor & Council**

Councilor Jim Slanetz commented on the BCHA and the lift tower lodge; it is potentially not being filled because they are trying to keep the neighbors happy and working with the management. It is being utilized but is being done slowly according to plan.

- b. **Appointments & Proclamations:**

- i. **Proclamation for Maggie Burbridge.**

Mayor Nina Jonas recognized Maggie Burbridge for her work with the Ketchum Parks and Recreation Department.

4. COMMUNICATIONS FROM THE PUBLIC.**a. Blaine County Community Food Assessment Presentation – Emily Slike, VISTA Outreach Coordinator.**

Jean Winston, Executive Director of the Hunger Coalition, went over what the Hunger Coalition does in the community. Jean introduced the VISTA group to present the community food assessment. Emily Slike and Emily Williams, VISTA members working on the Community Food Assessment, so far they have done a lot of secondary data collection. The first year is data collection, but then they will start developing programs and implementing them based on the data.

Council President Michael David commented on the importance of the project.

Councilor Jim Slanetz commented that this will be good information for the Council and the NGO's.

Mayor Nina Jonas suggested the group work with Blaine County School District, the YMCA and the Restaurant Association.

Mayor Nina Jonas commented that the City has received a small donation for a greenhouse, which will be put on the roof of the street department.

5. AGREEMENTS AND CONTRACTS.**a. Automatic Aid Agreement with the Sun Valley Fire Department – Mike Elle, Fire Chief.**

Mike Elle introduced the revised auto aid agreement with the Sun Valley Fire Department. Both cities own their own ladder trucks, but still need to rely on each other. This agreement calls for a minimum of one staffed engine. Mike recommended adoption of the agreement.

Motion to approve the Ketchum Fire Department, Sun Valley Fire Department and Ketchum Rural Fire District Automatic Aid Agreement.

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

b. Sun Valley Marketing Alliance Contract Amendment – Lisa Enourato, Assistant to the City Administrator.

Lisa Enourato introduced an amended contract with the Sun Valley Marketing Alliance, the amended agreement changes the City updates from quarterly to semi-annually.

Arlene Schieven, President/CMO Sun Valley Marketing Alliance, went over the reasons for the change, updates will now coincide with the two seasons. Arlene clarified that the campaigns are consistently being updated regarding snow conditions.

Public Comment:

Sarah Michael requested information regarding the annual report.

Gary Lipton commented on accountability of the funds received by the Sun Valley Marketing Alliance.

Councilor Baird Gourlay commented that he doesn't need to see an annual report, he would prefer to see the money spent on advertising.

Motion to approve the amended FY 14/15 Contract for Services with Sun Valley Marketing Alliance.

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

6. COMMUNICATIONS FROM STAFF.

a. Discussion of the Compliance Officer Position – Sandy Cady, City Treasurer/Clerk.

Sandra Cady, City Treasurer/Clerk, went over the proposed position as it had been outlined in the budget. The position will be a temporary contract position for one year, at which time it will be reevaluated. The position was advertised at \$5,500 a month, and the city has received 45 resumes.

Councilor Anne Corrock commented that the amount of money it was advertised for was too much. She saw it as a place holder in the budget; that it wasn't just for this one compliance officer.

Suzanne Frick, City Administrator, clarified that for the most part they will be in the field doing the work and their technical office will be outside City Hall.

Councilor Anne Corrock commented that the VRBO's have been brought under control. The building supplies are the weak area, and they haven't really identified what the problem is.

Councilor Baird Gourlay requested clarification on who they are going after, and what they expect to collect.

Sandy Cady clarified that a part time person went through the vrbo's in October 2012 to May 2013.

Suzanne Frick commented on the importance of doing spot auditing to make sure all the revenue is being collected. Suzanne believes there is leakage, and it is important to try for a short amount of time to see if the city can collect additional revenue.

Council President Michael David commented that this was discussed in the budget objectives a few years ago, believes it is necessary to make sure the City is generating as much revenue as they can.

Councilor Jim Slanetz asked for clarification regarding enforcement. Councilor Slanetz feels the state has a responsibility to enforce the tax as well.

Councilor Baird Gourlay commented that a problem exists with VRBO's, construction, and restaurant collections, and there is a definite need for spot audits.

Suzanne Frick clarified that this is an hourly position, and the contractor will submit an invoice for payment.

Public Comment:

John Duval commented on paying the contractor on commission.

Stephanie Bonney, City Attorney, commented that paying the contractor on commission raises concerns in regards to security and ethics. Suzanne Frick discouraged that approach.

Councilor Anne Corrock asked for clarification on how the tax would be enforced for building supplies.

Council President Michael David commented that the VRBO and Airbnb is an emerging issue, and the City needs to have a good handle on inventory.

Councilor Baird Gourlay suggested they make the contract for six months and then reevaluate.

Stephanie Bonney commented that she would prefer a termination clause with notice of 2 to 4 weeks.

Councilor Jim Slanetz commented on Airbnb working with Cities.

Councilor Anne Corrock does not agree with the high salary.

Motion to approve the position as advertised with some clarification and direct staff to hire a local option compliance officer.

RESULT:	APPROVED [3 TO 1]
MOVER:	Baird Gourlay, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	Michael David, Baird Gourlay, Jim Slanetz
NAYS:	Anne Corrock

b. Presentation of Water Refunding Bonds – Sandy Cady, City Treasurer/Clerk.

Cameron Arial, Vice President of Zions Bank Public Finance, has been reviewing the city's debt portfolio on an ongoing basis. At this time it makes sense to refinance the 2006A bonds. The bonds are callable in 2016, and the proposed refinancing would be an advanced refunding.

One of the proposed options would be for the Idaho Bond Bank to issue bonds. Cameron has estimated a savings of 5.15% or \$135,973. Cameron went over the estimated costs associated with the refunding. Cameron noted that the Idaho Bond Bank's program is on hiatus until May. In order to pursue the bond bank option there will be a \$500 application fee.

Cameron went through other refinancing options including direct purchase.

Cameron clarified that they would not be setting rates until August. If rates go up they would hold off, and the only loss would be the \$500 application fee.

Councilor Baird Gourlay clarified that the Council does not need to make a decision tonight since the submittal date is May 31st. Councilor Gourlay suggested the Council discuss this on the April 6th Agenda.

The Council agreed to revisit the proposal in April.

c. Purchase of Police Vehicle – Suzanne Frick, City Administrator.

Suzanne Frick, City Administrator, commented that the Ketchum Police Department is requesting to purchase a 2015 Chevy Tahoe for \$32,644 which does not include additional equipment. The cost will come from the Police Trust. The old vehicle may be used or auctioned off.

Dave Kassner, Police Chief, went over the current fleet of vehicles the police department utilizes.

Motion to approve the purchase of a 2015 Chevy Tahoe for the Ketchum Police Department.

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

7. ORDINANCES AND RESOLUTIONS.

a. Ordinance 1128: Amending the idling penalty (second reading) – Dave Kassner, Police Chief.

Dave Kassner, Police Chief, introduced Ordinance 1128 for a second reading.

Motion to approve the second reading of Ordinance 1128, amending Title 8, Chapter 9, Ketchum City Code; which provides penalties for excessive idling of motor vehicles; providing for savings and severability; repealing all ordinances and parts or ordinances in conflict herewith; and providing an effective date hereof, and scheduling a third reading for February 17, 2015.

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

- b. Resolution 15-008 Amending the Community Housing In-Lieu Fee – Micah Austin, Director of Planning and Building.

Micah Austin, Director of Planning and Building introduced the Resolution and introduced David Patrie of the Blaine County Housing Authority.

David Patrie, Blaine County Housing Authority Executive Director, went over the methodology for developing the fee. The fee is established based on the affordability gap method and considers the targeted income category, targeted household size, and market rate price. They have developed an In-lieu fee of \$196/square foot.

Council President Michael David commented that it seems like a great way of doing it.

Councilor Jim Slanetz clarified that they either build on site or pay an in-lieu fee.

David Patrie clarified that the cost of building on site will be different for every development.

David Patrie clarified that this would apply to wherever there is an in-lieu fee allowed.

Motion to approve the community housing in lieu fee, as recommended by the BCHA, and direct staff to begin implementation of the new fee for all future development that meet the required criteria.

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

8. EXECUTIVE SESSION to discuss:

- a. Litigation pursuant to Idaho Code §§67-2345 1(f).

Motion to go into executive session to discuss litigation pursuant to Idaho Code §§67-2345 1(f).

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

9. ADJOURNMENT.

Council Baird Gourlay motioned to adjourn at ___ p.m. Councilor Jim Slanetz seconded, motion passed unanimously.

Nina Jonas
Mayor

ATTEST:

Sandra E. Cady, CMC
City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008045", "9910000000" - "9911810000"

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2171-2000 P/R TAXES PBL--STATE W/H			
STATE TAX COMMISSION	PR0220151	State Withholding Tax Pay Period: 2/20/2015	5,672.00
01-2171-4000 P/R TAXES PBL -- WORKERS COMP			
STATE INSURANCE FUND	11035392	Workmen's Comp	8,612.00
01-2171-9000 P/R DEDUC PBL--HEALTH INSURANC			
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	12,339.12
III-A	PR0220151	Health Ins - Employee Pay Period: 2/20/2015	21,964.00
III-A	PR0220151	Health Ins - Employee + Spouse Pay Period: 2/20/2015	350.68
III-A	PR0220151	Health Ins - Employee + Spouse Pay Period: 2/20/2015	28,811.12
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	473.49
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	27,763.02
III-A	PR0220151	Health Ins - Employee + 1 Chld Pay Period: 2/20/2015	13.35
III-A	PR0220151	Health Ins - Employee + 1 Chld Pay Period: 2/20/2015	2,758.60
III-A	PR0220151	Health Ins - Employee + 2 Chld Pay Period: 2/20/2015	62.22
III-A	PR0220151	Health Ins - Employee + 2 Chld Pay Period: 2/20/2015	8,550.08
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	157.83
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	9,254.34
III-A	PR0220151	Health Ins - Family Pay Period: 2/20/2015	105.22
01-2172-1000 P/R DEDUC PBL--AFLAC INSURANCE			
AFLAC	PR0220151	AFLAC Pre-Tax Pay Period: 2/20/2015	728.06
AFLAC	PR0220151	AFLAC After-Tax Pay Period: 2/20/2015	143.95
01-2172-2000 P/R DEDUC PBL--LIFE & L.T.DISB			
LifeMap Billing	PR0220151	Long Term Disability Pay Period: 2/20/2015	1,178.43
01-2172-3000 P/R DEDUC PBL--DELTA DENTAL			
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - 1 Child Pay Period: 2/20/2015	99.22
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - Employee Pay Period: 2/20/2015	910.56
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - Spouse Pay Period: 2/20/2015	222.84
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - Spouse Pay Period: 2/20/2015	791.56
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - Family Pay Period: 2/20/2015	600.86
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - Family Pay Period: 2/20/2015	899.25
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - 2+ Child Pay Period: 2/20/2015	61.14
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - 2+ Child Pay Period: 2/20/2015	162.96
DELTA DENTAL PLAN OF IDAH	PR0220151	Dental Insurance - 1 Child Pay Period: 2/20/2015	17.32
01-2173-3000 P/R DEDUC PBL--NATIONWIDE			
NATIONWIDE RETIREMENT SOL	PR0220151	Nationwide Fire - 0035424-001 Pay Period: 2/20/2015	970.99
NATIONWIDE RETIREMENT SOL	PR0220151	0064-0017 Nationwide - 0064-0017 Pay Period: 2/20/2015	3,444.76
NATIONWIDE RETIREMENT SOL	PR0220151	0064-0017 Nationwide/Roth - 0064-0017 Pay Period: 2/20/2015	227.38
01-2174-0000 P/R DEDUC PBL--GARNISHMENTS			
CHILD SUPPORT SERVICES	PR0220151	Child Support Pay Period: 2/20/2015	269.68
01-2175-0000 P/R DEDUC PBL--PIONEER FED.CR.			
PIONEER FEDERAL CREDIT UNI	PR0220151	Pioneer Federal Credit Union Pay Period: 2/20/2015	1,800.00
01-2175-8000 P/R DEDUC PBL--EMPLOYEE CAF-MD			
NBS-NATIONAL BENEFIT SERVI	PR0220151	125 Medical Savings Pay Period: 2/20/2015	1,067.84
01-2175-9000 P/R DEDUC PBL--EMPLOYEE CAF-DC			
NBS-NATIONAL BENEFIT SERVI	PR0220151	125 Dependant Care Pay Period: 2/20/2015	564.86
Total :			141,048.73

LEGISLATIVE & EXECUTIVE

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4110-3200 OPERATING SUPPLIES			
ATKINSONS' MARKET	1856-01/15	ACCT. 1856	31.52-
SUN VALLEY NATURAL SPRING	27984	Water Cooler & Bottles for Meeting Room	29.72
Total LEGISLATIVE & EXECUTIVE:			1.80-
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	63464	Office Supplies	1.59
INTEGRATED TECHNOLOGIES	15344	Copier Maintenance	55.00
SUN VALLEY NATURAL SPRING	27984	Water Cooler & Bottles for Meeting Room	29.72
UNIFIED OFFICE SERVICES	197788	Office Supplies	79.71
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	63139	CONTRACT SUPPORT	.66
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST			
US BANK	01/26/15	Red Lion Hotel for Lisa	92.07
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087265574240	ACCT. 208-726-5574 240b	46.12
CENTURY LINK	2087275060239	ACCT. 208-727-5060 239b	14.69
CENTURY LINK	2087880257262	ACCT. L-208-788-0257 262M	390.70
01-4150-5150 COMMUNICATIONS			
HAWLEY GRAPHICS	8661	Permit Forms	1,007.50
HAWLEY GRAPHICS	8666	Layout and Design Services	765.00
TIMES NEWS	662522	Advertising	209.00
ACCELA	8802	MediaTraq Subscription	475.00
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334-02	ACCT. 2203990334	99.03
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
KEARNEY PAINTING, JOHN	021715	Painting	4,440.00
WINDYCITY ARTS, INC.	2015-128	Signage	228.25
Total ADMINISTRATIVE SERVICES:			7,934.04
LEGAL			
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120201	Monthly Prosecutor Payment	3,660.17
Total LEGAL:			3,660.17
PLANNING & BUILDING			
01-4170-3100 OFFICE SUPPLIES & POSTAGE			
IDAHO STATE HISTORICAL SOC	11952	Shipping of File to Building	24.25
01-4170-4200 PROFESSIONAL SERVICES			
GALENA ENGINEERING, INC.	1318.153-02/15	Miscellaneous Plat Checks	57.50-
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG			
BUNDY, REBECCA	021215	Mountain Towns Conference Expenses	385.19

Vendor Name	Invoice Number	Description	Net Invoice Amount
MARTIN, RACHEL	021515	Permit Tech Class Expenses	194.90
AUSTIN, MICAH	021115	Mountain Planning Conference Expenses	353.39
01-4170-7400 OFFICE FURNITURE & EQUIPMENT			
DELL MARKETING L.P.	XJCWW9596	Morgan's Computer	1,970.10
DELL MARKETING L.P.	XJMFPC3M3	Micah's Computer	1,025.32
DELL MARKETING L.P.	XJMJ3M736	Micah's Computer	515.26
Total PLANNING & BUILDING:			4,410.91
CONTINGENCY			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
PERRY'S	022015	Team Building Workshop	150.82
Total CONTINGENCY:			150.82
POLICE			
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	200967	BCSO Law Enforcement Services	112,768.67
Total POLICE:			112,768.67
Total GENERAL FUND:			269,971.54
STREET MAINTENANCE FUND			
STREET			
04-4310-3200 OPERATING SUPPLIES			
D AND B SUPPLY	11044-12/29/14	ACCT. 11044	81.98
KNEADERY	011715	Street Dept. Breakfasts	44.80
TREASURE VALLEY COFFEE IN	2160:03950564	COFFEE	214.90
WAKE UP AND LIVE, INC.	10978	Street Dept. Breakfasts	128.45
04-4310-3500 MOTOR FUELS & LUBRICANTS			
SINCLAIR FLEET SERVICES	39665352	acct. 0464-00-747801-9	78.00
UNITED OIL	789452	ACCT. 37269	1,332.53
04-4310-4200 PROFESSIONAL SERVICES			
BENCHMARK ASSOCIATES	1114-29	Field Visit for Grading Plan	54.50
ERWIN EXCAVATION, S	15-038	Snow Hauling	75.00
ERWIN EXCAVATION, S	15-048	Snow Hauling	225.00
GALENA ENGINEERING, INC.	1318.150-02/15	Engineering Studies for Intersections	143.75
HIATT TRUCKING, INC.	1695	SNOW HAULING	375.00
WESTERN STATES EQUIPMENT	MR000510905	Rental Equipment	5,176.50
04-4310-5100 TELEPHONE & COMMUNICATIONS			
COX COMMUNICATIONS	1240120518270	ACCT. 001 2401 205182701	63.20
WHITE CLOUD COMMUNICATIO	80373	Antennas	252.00
04-4310-5200 UTILITIES			
IDAHO POWER	2204882910-02	ACCT. 2204882910	551.27
INTERMOUNTAIN GAS	119369000011-	acct. 11936900-001-1	208.15
04-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	803009	Supplies	178.68
RIVER RUN AUTO PARTS	6538-82766	Supplies	114.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
SIX STATES DISTRIBUTORS, INC	25047770	Parts	150.99
04-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
KENWORTH SALES COMPANY	JERIN1224077	Parts	128.78
METROQUIP, INC.	26550	Supplies	88.62
NAPA AUTO PARTS	803174	Supplies	127.96
PIPECO, INC.	S2031036.001	Supplies	12.32
RIVER RUN AUTO PARTS	6538-82335	Supplies	29.85
WESTERN STATES EQUIPMENT	PC040225753	Parts	619.52
WESTERN STATES EQUIPMENT	PC040225754	Parts	1,174.70
WESTERN STATES EQUIPMENT	PC040226399	Parts	4.62
WESTERN STATES EQUIPMENT	PC040226527	Parts	203.51
WESTERN STATES EQUIPMENT	WO040095162	Parts	935.24
04-4310-6910 OTHER PURCHASED SERVICES			
AMERIPRIDE LINEN	2400373346	ACCT. 241076800	39.78
AMERIPRIDE LINEN	2400393449	ACCT. 241076800	77.90
AMERIPRIDE LINEN	2400395404	ACCT. 241076800	37.60
NORCO	15262653	ACCT. 53271	233.92
04-4310-6920 SIGNS & SIGNALIZATION			
K & T STEEL CORP.	16608	Sign Post Bases	563.00
04-4310-6930 STREET LIGHTING			
A.C. HOUSTON LUMBER CO.	14-447250	Supplies	12.69
IDAHO POWER	2200059315-02	ACCT. 2200059315	5.35
IDAHO POWER	2200506786-02	ACCT. 2200506786	22.72
IDAHO POWER	2201174667-02	ACCT. 2201174667	8.97
IDAHO POWER	2202627564-02	ACCT. 2202627564	30.97
IDAHO POWER	2204882910-02	ACCT. 2204882910	768.96
IDAHO POWER	2205963446-02	ACCT. 2205963446	122.29
04-4310-6950 MAINTENANCE & IMPROVEMENTS			
BIG WOOD LANDSCAPE, INC.	1830	Pavers	202.50
Total STREET:			14,901.25
Total STREET MAINTENANCE FUND:			14,901.25
FIRE & RESCUE FUND			
FIRE & RESCUE			
10-4230-2900 PERFORMANCE AWARDS			
F-STOP	883363	Frames	8.48
FIREAWARDS.COM	18703	Awards	381.35
10-4230-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	118703	Pants	63.47
CHATEAU DRUG CENTER	1341921	Supplies	2.66
DAVIS EMBROIDERY	24306	Embroider Services	4.20
DAVIS EMBROIDERY	24319	Embroider Services	9.00
EXPRESS PUBLISHING, INC.	2257-01/15	Fire Permit Fees	74.18
L.N. CURTIS & SONS	3156340-00	Supplies	188.86
UPS STORE #2444	020415	Shipping	31.99
10-4230-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	789450	ACCT. 37267	92.67

Vendor Name	Invoice Number	Description	Net Invoice Amount
10-4230-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DEPT. OF HEALTH & WELFARE	5995809	Services	227.50
Total FIRE & RESCUE:			1,084.36
Total FIRE & RESCUE FUND:			1,084.36
AMBULANCE SERVICE FUND			
AMBULANCE SERVICE			
14-4260-2900 PERFORMANCE AWARDS			
F-STOP	883363	Frames	8.47
FIREAWARDS.COM	18703	Awards	381.35
14-4260-3200 OPERATING SUPPLIES			
BLUMENTHAL UNIFORMS AND	118703	Pants	63.46
BOUNDTREE MEDICAL	81660311	Supplies	178.57
BOUNDTREE MEDICAL	81689114	Supplies	238.49
BOUNDTREE MEDICAL	81695608	Supplies	43.39
BOUNDTREE MEDICAL	81695609	Supplies	260.39
CHATEAU DRUG CENTER	1341921	Supplies	2.65
DAVIS EMBROIDERY	24306	Embroider Services	4.20
DAVIS EMBROIDERY	24319	Embroider Services	9.00
L.N. CURTIS & SONS	3156340-00	Supplies	188.86
NORCO	15134480	ACCT. 54794	202.19
NORCO	15202320	ACCT. 54794	83.23
NORCO	15262573	ACCT. 52355	31.68
NORCO	15263515	ACCT. 54794	245.76
NORTH AMERICAN RESCUE	173483	Supplies	147.25
PRAXAIR/WHITMORE	51873230	Supplies	47.28
ST. LUKES	IN04362	Pharmacy Supplies	294.47
UPS STORE #2444	020415	Shipping	31.99
14-4260-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	789450	ACCT. 37267	161.12
14-4260-4900 PERSONNEL TRAINING/TRAVEL/MTG			
DEPT. OF HEALTH & WELFARE	5995809	Services	227.50
DEPT. OF HEALTH & WELFARE	5996304	License Renewal	50.00
14-4260-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
ROCKY MOUNTAIN AMBULANC	2015-0033L	Circuit Breaker	116.13
Total AMBULANCE SERVICE:			3,017.43
Total AMBULANCE SERVICE FUND:			3,017.43
PARKS AND RECREATION FUND			
PARKS AND RECREATION			
18-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	1342139	Supplies	24.21
COSTCO WHOLESALE	021815	Supplies	93.13
OFFICE VALUE	539529-001	Office Supplies	32.97
18-4510-3250 RECREATION SUPPLIES			
KEARNEY, JOHN	021815	Friday Adventure	77.78

Vendor Name	Invoice Number	Description	Net Invoice Amount
18-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	1861-01/15	ACCT. 1861	71.26
COSTCO WHOLESALE	021815	Supplies	191.09
SYSCO	607083582	Concession & Supplies	278.62
18-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	44907	Propane	27.49
UNITED OIL	789451	ACCT. 37268	61.72
18-4510-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	2889	Snow Removal	711.00
INTEGRATED TECHNOLOGIES	15406	Copier Maintenance & Supplies	20.12
18-4510-4210 PROFESSIONAL SERVICE-CITY TREES			
SUMMIT EARTH WORKS	2309	Tree	345.00
18-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
WOOD RIVER LAND TRUST	021715	Partner of "Trout Friendly Lawn"	200.00
18-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG			
ATKINSONS' MARKET	1861-01/15	ACCT. 1861	63.29
18-4510-5200 UTILITIES			
IDAHO POWER	2203027632-02	ACCT. 2203027632	6.14
IDAHO POWER	2203313446-02	ACCT. 2203313446	5.35
INTERMOUNTAIN GAS	115345000018-	acct. 11534500-001-8	290.46
INTERMOUNTAIN GAS	807350253157-	acct. 80735025-315-7	10.13
18-4510-6950 MAINTENANCE & IMPROVEMENTS			
A.C. HOUSTON LUMBER CO.	14-453424	Supplies	16.75
CHATEAU DRUG CENTER	1249293	Supplies	3.00-
PLATT	G067554	Parts & Supplies	169.09
Total PARKS AND RECREATION:			2,692.60
Total PARKS AND RECREATION FUND:			2,692.60
LOCAL OPTION SALES TAX FUND			
LOCAL OPTION SALES TAX			
22-4910-6060 EVENTS/PROMOTIONS			
ATKINSONS' MARKET	1861-01/15	ACCT. 1861	24.05
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	771	Monthly Payment	45,833.33
Total LOCAL OPTION SALES TAX :			45,857.38
Total LOCAL OPTION SALES TAX FUND:			45,857.38
GO BOND DEBT SERVICE FUND			
GO BOND DEBT SRVICE EXP/TRNFRS			
40-4800-4200 PROF.SERVICES-PAYING AGENT			
ZIONS FIRST NATIONAL BANK	020615	GO BONDS Administration Fee	500.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total GO BOND DEBT SRVICE EXP/TRNFRS:			500.00
Total GO BOND DEBT SERVICE FUND:			500.00
WATER FUND			
WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400393436	ACCT. 241076901	21.41
AMERIPRIDE LINEN	2400393437	ACCT. 241076900	80.13
AMERIPRIDE LINEN	2410040479	ACCT. 241076900	54.98
AMERIPRIDE LINEN	2410040824	ACCT. 241076900	45.99
USA BLUEBOOK	556790	Supplies	133.04
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E241860	Supplies	198.00
63-4340-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	63139	CONTRACT SUPPORT	.66
ZIONS BANK PUBLIC FINANCE	012915	Water User Rate Analysis	531.00
63-4340-4300 STATE & WA DISTRICT FEES			
WATER DISTRICT 37 & 37M	03.15	Water Rights Annual	163.45
WATER DISTRICT 37 & 37M	698.15	Water Rights Annual	1,070.57
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715195	ACCT. 208-725-0715 195B	109.07
CENTURY LINK	2087255045103	ACCT. 208-725-5045 103B	48.08
VERIZON WIRELESS, BELLEVUE	9740539843	ACCT. 365516521-00001	102.63
63-4340-5200 UTILITIES			
DIG LINE	51228	Locates	1.54
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
THORNTON HEATING	24867	Water Plant Maintenance	671.28
Total WATER EXPENDITURES:			3,139.85
WATER DEBT SERVICE EXPENDITRES			
63-4800-8200 DEBT SRVC ACCT INTEREST-2006B			
BANK OF NEW YORK MELLON T	020915	Water Bonds - 2006B	47,581.95
63-4800-8210 DEBT SRVC ACCT INT-2006A			
BANK OF NEW YORK MELLON T	020915	Revenue Bonds, Series 2006A	60,163.20
Total WATER DEBT SERVICE EXPENDITRES:			107,745.15
Total WATER FUND:			110,885.00
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, INC.	0605247	Parts & Supplies	693.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CIP EXPENDITURES:			693.68
Total WATER CAPITAL IMPROVEMENT FUND:			693.68
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLIES			
AMERIPRIDE LINEN	2400393435	ACCT. 241021000	101.81
AMERIPRIDE LINEN	2400393436	ACCT. 241076901	21.40
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	24668	Supplies	216.00
CASELLE, INC.	63139	CONTRACT SUPPORT	.68
UPS STORE #2444	020415	Shipping	42.12
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701-02	ACCT. 2202158701	9,481.40
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-82491	Supplies	150.99
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PIPECO, INC.	S2031288.001	Supplies	10.68
PLATT	G019961	Supplies	54.92
STANDARD PLUMBING SUPPLY	EJTX64	Supplies	18.00
WOOD RIVER LOCK SHOP	7957	Service Call	224.99
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
AMERIPRIDE LINEN	2400393435	ACCT. 241021000	17.97
DIG LINE	51228	Locates	1.54
ZIONS BANK PUBLIC FINANCE	012915	Sewer User Rate Analysis	1,240.00
Total WASTEWATER EXPENDITURES:			11,582.50
WASTEWATER DEBT SERVICE EXP			
65-4800-8210 DEBT SRVC ACCT INT-2006			
BANK OF NEW YORK MELLON T	020915	Wastewater 2006	4,250.00
65-4800-8400 DEBT SRVC ACCT INTEREST-2014C			
BANK OF NEW YORK MELLON T	020915	Wastewater 2014C	26,097.50
Total WASTEWATER DEBT SERVICE EXP:			30,347.50
Total WASTEWATER FUND:			41,930.00
PARKS/REC DEV TRUST FUND			
PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
POO WRIGHT-PULLIAM	020915	Chalk Wall	100.00
Total PARKS/REC TRUST EXPENDITURES:			100.00
Total PARKS/REC DEV TRUST FUND:			100.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
Grand Totals:			<u>491,633.24</u>

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9449008045", "9910000000" - "9911810000"



City of Ketchum
Planning & Building

February 24, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

411 East Sixth Street LLC Security Agreement

FILE NUMBER: 13-083

OWNER: 411 East Sixth Street LLC (Scott Jordan)

REQUEST: Post a security deposit for completion of landscaping per the attached approved L-1 Street and Alley Landscape Plan, dated October 21, 2013

LOCATION: 271 411 East Sixth Street (Meyer Office Building Condos)

ZONING: Community Core (CC), Subdistrict C – Urban Residential

ATTACHMENTS:

- A. Security Agreement
- B. Applicant's Submittal
 - Request letter from Kearns, McGinnis & Vanderbilt LLC, general contractor, dated February 12, 2015
 - Installation estimate, Webb Landscape, Inc., dated February 10, 2015
 - L-1 Street and Alley Landscape Plan, dated October 21, 2013

Introduction/History

As a condition of design review approval #13-083, the Developer is required to landscape the property per the approved L-1 Street and Alley Landscape Plan, dated October 21, 2013. Upon final inspection, Planning and Building Department staff found that the landscaping and irrigation along the sides of the building on Leadville Avenue and Sixth Street had not been completed. The general contractor has submitted a letter stating that the landscaping cannot be completed at this time due to cold weather and requesting to be allowed to place a security deposit with the City for said landscaping in order to receive final building permit approval.

To ensure completion of the landscaping, the developer is required to deposit with the City one and one half times the estimated cost of labor and materials for completion of the landscaping, for a total of \$6,442.50.

Current Report

The Security Agreement covers the following:

- Completion of landscaping per the attached approved L-1 Street and Alley Landscape Plan, dated October 21, 2013.

- If the Developer completes landscaping on or before **July 15, 2015**, the Ketchum City Clerk will reimburse the Deposit to the Developer upon receiving written notice by the Ketchum Planning and Building Department that landscaping is complete, inspected and approved.

Financial Requirement/Impact

There is no financial requirement or impact associated with this agreement. A Security Agreement is intended to ensure that the approved Landscape Plan is fully implemented by a specified date.

Recommendation

Staff respectfully recommends that the City Council authorizes the Mayor to sign the agreement by approving the Consent Agenda.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca F. Bundy". The signature is written in a cursive style with a large, looping 'B' at the end.

Rebecca F. Bundy
Senior Planner / Building and Development Manager

**Attachment A:
Security Agreement**



City of Ketchum
Planning & Building

Security Agreement

THIS AGREEMENT made and entered into this ____ day of March, 2015, by and between 411 EAST SIXTH STREET LLC (SCOTT JORDAN) hereinafter referred to as "Developer", and the CITY OF KETCHUM, IDAHO, a municipal corporation, hereinafter referred to as "City".

WHEREAS, the Developer is required to construct or post security for construction of the following improvements by applicable ordinances of the City of Ketchum and the laws of the State of Idaho, to-wit:

Completion of landscaping per the attached approved L-1 Street and Alley

Landscape Plan, dated October 21, 2013.

WITNESSETH:

That the Developer covenants and agrees to post security for construction of the above described improvements and the City agrees to accept said security, each in accordance with the terms and conditions of this Agreement.

That the Developer, simultaneously with the execution of this Agreement, gives a Deposit of \$6,442.50, at a value of 150% of said improvements, to the City, which will be held in the City of Ketchum Planning and Zoning Trust Fund as security for complete performance and construction of the above described improvements upon the following terms and conditions:

1. That the Developer shall complete construction of said improvements on or before **July 15, 2015**, or said amount shall be due and payable to the City of Ketchum, and said Deposit may be drawn by the City of Ketchum to the full amount thereof.
2. That said Deposit shall be made in the name of the 411 EAST SIXTH STREET LLC, the developer, and all control of said Trust Fund shall be held by the City of Ketchum, a municipal corporation.

3. That in the event the Developer fails or refuses to complete said improvements on or before the date set forth in paragraph number 1 hereinabove, the City shall have the right to redeem said Deposit and apply the proceeds thereof to construction of said improvements.

4. In case of default by the Developer, if the total cost of constructing said improvements is less than the amount of the Deposit, the City agrees to reimburse the Developer for the difference between the actual cost and the amount of the Deposit. However, if the cost of installing said improvements is greater than the amount of the Deposit, the Developer agrees to fully reimburse and hold harmless the City for any and all additional costs incurred by the City installing and constructing said improvements within thirty (30) days of being presented an invoice by the City.

5. That in the event the Developer completes construction of said improvements on or before the date set forth in paragraph number 1 hereinabove, the Ketchum City Clerk shall release the Deposit to the Developer upon receiving written notice by the Ketchum Planning and Building Department that said improvements have been installed according to applicable specifications and that the same has been inspected and approved. Also, the Planning and Building Department may so authorize release of an appropriate proportion of the amount held as security upon completion, inspection and approval of a discrete portion of construction provided sufficient security is retained in compliance with all applicable standards, ordinances and laws.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

DEVELOPER:

CITY OF KETCHUM:

SCOTT JORDAN
411 EAST SIXTH STREET LLC

NINA JONAS, MAYOR

ATTEST:

Sandra E. Cady
City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

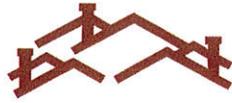
On this _____ day of _____, 2015, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

Notary Public
Residing at:
Commission expires:

Attachment B:
Applicant's Submittal

- Request letter from Kearns, McGinnis & Vanderbilt LLC, general contractor, dated February 12, 2015
- Installation estimate, Webb Landscape, Inc., dated February 10, 2015
- L-1 Street and Alley Landscape Plan, dated October 21, 2013



KEARNS, MCGINNIS &
VANDENBERG, INC.
BUILDING CONTRACTORS

February 12, 2015

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

Jordan Residence: 411 East 6th Street

Dear Rebecca,

Due to the time of year and current winter conditions, we are not able to plant shrubs and grasses and complete the landscaping portion at 411 East 6th Street. We are requesting to be allowed to post a security deposit for 150% of the landscaping estimate in assurance that we will complete the work this spring when weather permits. We agree to complete the landscaping portion by July 15, 2015.

Please find attached an estimate for the labor and materials to complete the landscaping at 411 East 6th Street along with a check for 150% of this estimate.

Sincerely,

Robin Kearns
Kearns, McGinnis and Vandenberg, Inc.
208.726.4843

Webb Landscape, Inc.
 162 Glendale Road
 Bellevue, ID 83313



Office: 208-726-4927
 Fax: 208-726-4767
 www.webbland.com

ESTIMATE

To: Scott Jordan
 Kearns McGuinness & Vanderberg Inc.

Date: February 10, 2015
 Phone: 720-6085

Email: ceo@scottevest.com

Re: Jordan Residence

500's IRRIGATION INSTALLED:

- 16 Hours Labor
- 1 LX Controller- 8 Station
- 1 Automatic Battery Operated Timer/Valves
- 300 Linear Feet Netafim Drip Tubing
- 50 Linear Feet Netafim Blank
- 1 Miscellaneous Netafim Fittings & Materials

subtotal 1,307.00

602 PLANT MATERIAL & BED MATERIALS INSTALLED:

- 20 Hours Labor
- 1 Cubic Yards Webb Garden Mix
- 40 3 Gallon Upright Junipers, South & West Street
- 28 1 Gallon Karl Foerster Grasses

subtotal 2,988.00

113 SANITARY FACILITIES

By Owner

JOB TOTAL, ESTIMATED: \$ 4,295.00

Thank You,
 Cliff Cunha
 Project Manager

To: Scott Jordan
 Kearns McGuinness & Vanderberg Inc.

Date: February 10, 2015
 Phone: 720-6085

Email: ceo@scottevest.com

Re: Jordan Residence

JOB TOTAL, ESTIMATED: \$ 4,295.00

WEBB LANDSCAPE CONTRACT:

OUR COMMITMENT:

- ▶ To insure all work shall be constructed of quality materials and completed in a professional manner according to standard practices
- ▶ To maintain the integrity of our company through accountability for our projects with emphasis on efficient water usage and maintenance plus best practices towards environmental stewardship, efficiency and accuracy.
- ▶ To develop positive working relationship with our clients and maintain those relationships with full service, year round, maintenance.

WARRANTIES & INCLUSIONS:

- ▶ This project qualifies for a One Year Warranty on Materials and Workmanship

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2015 work season
- ▶ Final costs may vary according to on site changes and actual quantities installed.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ A deposit of one-third the Estimate total is due prior to the start of the project. Subsequent invoices shall be submitted, on a monthly basis as work progresses.

Webb Landscape, Inc. 162 Glendale Road Bellevue, ID 83313			Office: 208-726-4927 Fax: 208-726-4767 www.webbland.com
			ESTIMATE
▶	A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of final billing.		
ACCEPTANCE:			
	The prices, specifications and conditions are satisfactory and accepted.		
	Webb Landscape, Inc. is hereby authorized to perform job as specified.		
	Payment shall be made as outlined above.		
	Responsible Party		Date



City of Ketchum

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

March 2, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation to execute Agreement With Younique, LLC

Introduction/History

Younique, LLC is a direct selling company located in Lehi, Utah. Younique, LLC sells to Independent Business Owners (Presenters) who sell their cosmetic products to the general public or use the products personally.

Current Report

In order to simplify and make more efficient the administration and collection procedures of the LOT tax and to eliminate individual licensing of Presenters, Younique shall assume the responsibility for the collection of LOT taxes only on the products sold to the Presenters, and shall not assume responsibility for the collection of LOT taxes on any other products sold by the Presenters.

The city has entered into similar agreements with other companies that collect the LOT tax for their presenters/consultants.

Financial Requirement/Impact

No Financial Requirement.

Recommendation

I respectfully recommend the City Council authorize the Mayor to sign the Voluntary Sales Tax Collection Agreement with Younique, LLC.

Recommended Motion

"I move to authorize the Mayor to sign the Voluntary Sales Tax Collection Agreement with Younique, LLC."

Sincerely,

Sandra E. Cady, CMC
City Treasurer/Clerk

December 12, 2014

City of Ketchum
Sales Tax
P.O. Box 2315
Ketchum, ID 83340-2315

Attn: Sandy Cady

Re: Sales and Use Tax Collection Agreement for Younique LLC

Dear Ms. Cady,

Enclosed are two original agreements for Younique LLC.

The company is a direct selling company located in Lehi, Utah.

The company sells to Independent Business Owners (Presenters) who sell the products to the general public or use the products personally.

The company has been collecting and remitting according to the terms required by the state in the agreement but to ensure a full and complete understanding between the state and the company, it is their desire to enter into an agreement effective January 1, 2015.

The company's FEIN is 37-1696364.

Please have the appropriate individual sign both original agreements and return an agreement to the company for their records.

For additional information on the company please visit their website at www.youniqueproducts.com or contact me at 616-669-2954.

Thank you for your assistance.

Sincerely,



Jeremy K. Richmond

Enclosures

cc: Derek Maxfield



younique™

www.youniqueproducts.com

2889 Ashton Boulevard, Suite 150 | Lehi, UT 84043 | 801-207-9753

Voluntary Sales ~~and Use~~ Tax Collection Agreement

Recitals

This Agreement is made between Younique LLC, of Lehi, Utah hereinafter referred to as “Younique” and the City of Ketchum, Idaho, hereinafter referred to as the “Taxing Jurisdiction”.

WHEREAS, Younique is a Limited Liability Company organized under the laws of a state other than the Taxing Jurisdiction; and

WHEREAS, Younique maintains its headquarters outside of the Taxing Jurisdiction; and

WHEREAS, Younique is a wholesaler of various consumer products. Younique engages in interstate commerce by selling its products to Independent Business Owners, hereinafter referred to as “Presenters” on a sale for resale basis at wholesale prices; and

WHEREAS, the Presenters are independent businesses and not employees, agents, managers, legal representatives, franchisees, order takers or joint ventures of Younique; and

WHEREAS, the Presenters retail the products to the general public at a price determined by them; and

WHEREAS, Younique provides a suggested retail price to the Presenters, but the Presenters are free to charge the price each Presenter deems suitable; and

WHEREAS, all sales made by Presenters result in personal profits or losses because they are independent business owners; and

WHEREAS, Younique delivers all its products by a common carrier or United States mail from its inventory which is not located in the Taxing Jurisdiction; and

WHEREAS, Younique does not have any employees or inventory, nor does it own, lease or rent any real, personal or intangible property in the Taxing Jurisdiction; and

WHEREAS, in no instance is Younique required or obligated to install, supervise, repair or maintain service of any nature in the Taxing Jurisdiction; and

WHEREAS, the parties recognize that this Agreement will be mutually beneficial to the Taxing Jurisdiction, Younique and the Presenters;

NOW, THEREFORE, in order to simplify and make more efficient the administration and collection procedures of the sales and use tax imposed by the Taxing Jurisdiction, and to eliminate the individual licensing of Presenters for the purpose of sales and use taxes in the jurisdiction, it is agreed that:

1. The Presenters shall be recognized by the Taxing Jurisdiction as “independent businesses” and not employees, agents, managers, legal representatives, franchisees, order takers or joint ventures of Younique.
2. Younique shall assume the responsibility for the collection of sales and/or use taxes only on the products sold to Presenters, and shall not assume responsibility for the collection of sales and/or use tax on any other products sold by the Presenters. The collection will be based on the suggested retail price (or actual sales price if known) and ship-to-address, as determined by the zip code designation. Younique shall maintain records of such transactions at its headquarters.
3. This method shall be acceptable for the collection of the sales and /or use taxes by Younique. The parties agree that Younique may subsequently improve its method of determining the applicable Taxing Jurisdiction and prior written consent of such change will not be required by the Taxing Jurisdiction.
4. Younique shall remit the sales and/or use taxes to the Taxing Jurisdiction in lieu of payment of said taxes by, and individual licensing of, Presenters. The following adjustments shall be allowed in computing the sales and/or use tax due the Taxing Jurisdiction:
 - a. In the event a Presenter makes a sale at a retail price higher than the suggested retail price and subsequently remits the additional tax, Younique shall adjust the next payment of sales and/or use tax to the Taxing Jurisdiction by an amount equal to the additional tax.
 - b. In the event a Presenter makes a sale at a price lower than the suggested retail price and subsequently seeks a partial reimbursement of the tax previously paid, Younique shall reimburse the Presenter and adjust the next payment to the Taxing Jurisdiction by an amount equal to the partial reimbursement. The partial reimbursement described in this subparagraph is the difference between the tax imposed on the suggested retail price and the Presenters actual sales price.
 - c. In the event a Presenter makes a sale and delivers or has delivered products to another Presenter or retail customer located outside the Taxing Jurisdiction where the sales and/or use tax was originally imposed and paid and subsequently notifies

Younique, Younique shall make the appropriate adjustment with the Presenter and the Tax Jurisdiction(s) involved. The Presenter will be required to collect and remit the applicable sales and/or use tax for the location where the products were delivered and will be reimbursed for the tax originally imposed and paid.

- d. In the event a Presenter uses the product(s) personally, for demonstration purposes or as a gift and subsequently seeks a partial reimbursement of the tax previously paid; Younique shall reimburse the Presenter and adjust the next payment to the Taxing Jurisdiction by an amount equal to the partial reimbursement. The partial reimbursement described in this subparagraph is the difference between the tax imposed on the suggested retail price and the Presenters cost of the product(s).
- e. In the event a Presenter makes a sale to a person or entity that is not required to pay sales and/or use taxes and subsequently requests a full reimbursement of the tax previously paid, Younique shall reimburse the Presenter and adjust the next payment to the Taxing Jurisdiction by an amount equal to the reimbursement. Younique shall require that there be a signed exemption certificate on file with Younique for each person or entity to whom a Presenter makes a tax exempt sale, as described in this subparagraph.
- f. In the event a Presenter is erroneously charged sales and/or use tax and subsequently seeks reimbursement of the erroneous amount; Younique shall reimburse the Presenter and adjust the next payment to the Taxing Jurisdiction by an amount equal to the reimbursement.
- g. In the event product(s) are returned and there is a refund of all or a portion of the price paid and the applicable tax previously paid, Younique will adjust the next payment to the Taxing Jurisdiction by an amount equal to the tax refunded.
- h. In the event Younique has accrued and paid any sales and/or use taxes to the Taxing Jurisdiction which are subsequently not collectable after Younique has exhausted reasonable means to collect, Younique will be allowed to adjust the next payment to the Taxing Jurisdiction for this amount, if this deduction is allowed by the Taxing Jurisdiction's sales and/or use tax law.

For the adjustments described in subparagraphs 4a. through 4g., Younique will require a Presenter to complete and submit a sales and/or use tax adjustment form (copy of proposed form is attached as Exhibit A). Taxing Jurisdiction agrees that this form is acceptable and may be modified by

Younique without the prior written consent of the Taxing Jurisdiction. Taxing Jurisdiction further agrees that this form has the same validity, force and effect as an exemption certificate.

For the adjustment described in subparagraph 4h., Younique will maintain sufficient documentation to support the adjustment.

5. The Taxing Jurisdiction shall notify Younique of any change(s), substantive, administrative or procedural, affecting Younique's responsibility for the collection and remittance of the sales and/or use taxes, including but not limited to rates, collection fees, exemptions, filing dates, payments, prepayments and, credits.
6. The effective date of this Agreement shall be January 1, 2015.
7. Any modifications, amendments and, changes to this Agreement are binding only if in writing and signed by an authorized representative of the Taxing Jurisdiction and Younique.
8. The Taxing Jurisdiction or Younique may cancel this Agreement at the end of any month with no less than sixty-(60) days prior written notice to the other party.
9. This Agreement to collect and remit the sales and/or use taxes to the Taxing Jurisdiction is made voluntarily by Younique as a convenience to and in a spirit of cooperation with the Taxing Jurisdiction, provided, however, that this Agreement is made subject to the condition that the Presenters' liability for sales and/or use taxes, to the extent collected by Younique pursuant to this Agreement, shall cease upon its effective date.
10. Execution of this Agreement by the Taxing Jurisdiction shall under no circumstances be construed as a waiver of its right to prosecute any Presenter under the criminal provisions of its sales and/or use tax laws nor relieve any Presenter of their civil liability for any such taxes to the extent not remitted to Younique for payment to the Taxing Jurisdiction in accordance with the terms of this Agreement.
11. By executing this Agreement, Younique is not admitting nor is the Taxing Jurisdiction assuming that Younique has sufficient contacts in the Taxing Jurisdiction to create nexus such that it could require Younique to collect its sales and/or use taxes. The Taxing Jurisdiction agrees that it shall not impute or otherwise attribute the Presenters' contacts, activities, agents, Presenters and property within the Taxing Jurisdiction to Younique to create nexus requiring payment or collection of any tax, fee or assessment, including but not limited to corporate income, business license, excise, single business, franchise, net worth, gross receipts, business and occupational and ad valorem taxes. Taxing Jurisdiction also agrees that

Younique will have no reporting or other obligations for reporting payments in the course of its business as described and set forth in Section 6041 of the Internal Revenue Code.

12. This Agreement shall be binding upon and shall inure to the benefit of the Taxing Jurisdiction and Younique, their respective successors and assigns.
13. All notices necessary or proper under this Agreement shall be in writing, delivered personally, or sent by certified mail to the following address for the Taxing Jurisdiction and the address set forth on the signature page for Younique.

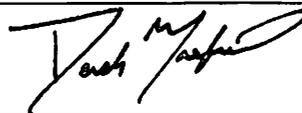
Taxing Jurisdiction Address:

14. This Agreement regarding the collection and remittance of taxes by Younique will include all sales and/or use taxes administered by the Taxing Jurisdiction or its Agent.
15. Younique shall be entitled to the collection allowance provided by the Taxing Jurisdiction. If the Taxing Jurisdiction modifies/changes its collection allowance for entities that voluntarily collect its sales and /or use tax, Younique will be entitled to the new allowance.
16. By executing this Agreement, both Younique and the Taxing Jurisdiction represent and warrant that they have full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____

By: _____



Date: 12-1-14

By: Derek Maxfield

Its: President

Younique LLC
2889 W. Ashton Blvd. #150
Lehi, UT 84043

Exhibit A
Sales Tax Adjustment Form

SALES TAX ADJUSTMENT FORM

Mail to:

NAME			
EMAIL ADDRESS			
ADDRESS			
CITY	COUNTY	STATE	ZIP
PHONE ()			

Purchased from another Presenter
 Lived here at time of purchase

State and Local Sales Taxes You Were Charged	CITY	COUNTY	STATE	ZIP	TAX RATE %
--	------	--------	-------	-----	------------

THIS FORM COVERS THE PERIOD FROM (M/D/Y) _____ THRU (M/D/Y) _____

1. SALES IN OTHER STATES (Do not include drop shipments)

(When reporting sales to more than one state or locality use Part 1 on the reverse side to itemize.)

- a. Total suggested retail value of taxable products you purchased. \$ _____
- b. Amount of tax you originally paid. (Amount to be refunded to you) \$ _____
- c. TOTAL by STATE where sold and amount of tax collected.
 City _____ County _____ State ____ Zip Code _____
 Were the products sold 1.) outside the city limits? Yes No 2.) outside the police jurisdiction? Yes No
 Taxable retail value in state where sold (see note 1)\$* _____ Total Tax Rate ____% Tax Collected (see note 2)**\$ _____ |
(Your check will not be deposited until fourteen days after your refund is mailed.) (Remit this Tax)

2. SALES MADE TO ANOTHER COUNTY OR CITY WITHIN YOUR STATE (Pertains only to states with local taxes.)

- a. Total suggested retail value of taxable products. (see note 3)* \$ _____
- b. Tax rate _____ % and amount of tax you originally paid. \$ _____
- c. Tax rate _____ % and amount of tax collected. (see note 4)** \$ _____
 City _____ County _____ Zip Code _____
- d. DIFFERENCE \$ _____
(PAYMENT IS ONLY NEEDED IF LINE "C" IS GREATER THAN LINE "B")
 Were the products sold 1.) outside the city limits? Yes No 2.) outside the police jurisdiction? Yes No
(When reporting sales to more than one locality use Part 2 on the reverse side to itemize.)

3. SALES MADE TO TAX-EXEMPT CUSTOMERS

(When reporting sales to more than one customer use Part 3 on the reverse side.)

- a. Name of each tax-exempt customer _____
- b. Reason for exemption (Hospital, School, etc.) _____
- c. Product(s) Sold _____
 Signed exemption certificate attached per government regulation. (retained on file for 3 years)
 Certificate already on file for customer with the company. (filed within the last 3 years)
- d. Total suggested retail value of taxable products. (Do not include tax in this figure.) \$ _____
- e. Amount of tax you originally paid. (Amount to be refunded to you) \$ _____

4. PRODUCTS USED FOR PERSONAL OR DEMONSTRATION USE or

SALES TO A RETAIL CUSTOMER AT OTHER THAN SUGGESTED RETAIL PRICE.

Do you live outside the city limits? Yes No (Do not include sales to other Presenters)
 Were products sold to a customer? Yes No

- a. Total suggested retail value of taxable products. (Do not round figures) \$ _____
- b. Total sales tax on suggested retail you originally paid. \$ _____
- c. Wholesale cost of taxable products used or selling price (see note 5) \$ _____
- d. Total sales tax due on wholesale cost or tax collected on actual sale price. \$ _____
- e. Total amount of difference due you. (Amount to be refunded to you) \$ _____
- f. OR, total amount of difference due, if you collected more than you originally paid. \$ _____
(Enclose check payable to Sales Tax Dept.)

TOTAL AMOUNT REFUNDED TO YOU (Lines 1b,2d,3e, & 4e)	\$ _____
--	----------

I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Presenter Number _____ Date _____ Signature _____

This form can be duplicated for additional copies.

Please keep a copy for your records.

Section 1—SALES IN OTHER STATES

State/County or Parish/City/Zip Code	Sold Outside		Taxable Retail Amount (taxable where sold)	Tax Rate—%	Tax Collected
	City Limits	Y or N			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total Line 1C on front* \$			Total Line 1C on front** \$		

*(note 1) This total taxable retail amount should appear on line c. of Section 1. If the taxable amount in the state of purchase is different than the state you sold in, the total on line a. will be different than the total on line c.

** (note 2) This total is the tax collected in other states and should appear on line c. of Section 1 by the \$ on the far right. Your check for this tax collected must accompany your claim form. Make your check payable to Sales Tax Dept.

SECTION 2—SALES MADE TO ANOTHER CITY OR COUNTY WITHIN YOUR STATE

State/County or Parish/City/Zip Code	Sold Outside		Taxable Retail Amount (taxable where sold)	Tax Rate—%	Tax Collected
	City Limits	Y or N			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total Line 2A on front* \$			Total Line 2C on front** \$		

*(note 3) This total retail amount should appear on line a. of Section 2.

** (note 4) This total collected amount should appear on line c. of Section 2.

SECTION 3—SALES MADE TO TAX-EXEMPT CUSTOMERS

Name	Reason for Exemption	Product or Products Sold
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(note 5) – THE WHOLESALE PRICE INCLUDES THE COST OF THE PRODUCTS PLUS SHIPPING AND HANDLING



City of Ketchum
Public Works

February 24, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Ordinance for Bond Election for Water System Improvements

Introduction/History

The Ketchum Springs Water (KSW) system was a private water system acquired by the city in the 1980's. The system included water wells, water rights, and a distribution system. The distribution system was constructed primarily from wood and steel pipe and often buried less than 6 feet deep, which causes the system to be prone to maintenance issues (water main breaks) and disruption in water service. The KSW distribution system is primarily in the downtown core area with lines in Lewis Road, Saddle Road, and Spur Lane.

Due to the excessive maintenance costs and operational dysfunctions of the KSW distribution system it is in the City's best interested to phase out the use of the system and abandon the system in its entirety. In a majority of the KSW distribution system locations a newer and more reliable Ketchum City Water main is located nearby and can be easily accessed. In the downtown core area a KSW main is often located in the back alley to a property and a Ketchum City Water main is located in the frontage road.

There are approximately 200 water services currently on the KSW system. These services do not have water meters and are billed a flat rate.

Current Report

Currently the city offers a \$1,000 rebate to water service customers who convert their water service off the KSW system onto the municipal system (Resolution 14-011). Approximately 6-8 conversions are completed each year under the rebate program.

Ketchum has an opportunity to receive a State Revolving Fund (SRF) loan from the Idaho Department of Environmental Quality for a project to convert the remaining services off the KSW system and onto the municipal system and install water meters. The project will include converting approximately 200 services and installing water meters. In locations where there is no adjacent municipal water line, such as Saddle Road and Spur Lane, meters will be installed at properties that don't already have meters and individual services will be connected to a new municipal water line at the time it is

installed (at the cities cost). The Saddle Road and Spur Lane KSW system pipelines are included in the water CIP plan for replacement when enterprise funds are available.

Benefit of the project include:

- Reduced maintenance costs of aging water lines
- Reduced system loss, thus reduced pumping requirements
- Promote water conservation by installing meters
- Free the old water lines for potential repurposing

To receive the SRF loan the city will need to update the Water System Master Plan and prepare an Environmental Assessment for the project. These reports will be approved by Idaho DEQ prior to design and construction.

Once the KSW system pipelines are abandoned, the lines can be used for broadband conduit or other technology needs. The lines will not be removed but instead used for other purposes to support and improve business infrastructure.

Financial Requirement/Impact

The SRF loan amount will be a maximum of \$449,000 at a 20 year term with a 2.75% interest rate. Ketchum is not eligible for principal forgiveness. Actual loan amount may be less. The loan will fund planning, design, and construction of facilities within and immediately adjacent to, the city's right of way. Loan repayment at the maximum loan amount is estimated to be approximately \$29,500 per year which will be paid out the water enterprise fund. It is anticipated that the annual loan payment will be roughly offset by reduced maintenance costs of the KSW system. The average annual maintenance expense for repair of KSW lines that will be abandoned with this project is approximately \$23,000 per year. Maintenance costs will increase overtime if KSW lines are not replaced or abandoned.

The SFR loan will fund only the portion of the project within the city's ROW and within approximately 18 inches into private property where water meters will be installed. The SRF loan cannot fund the portion of the work on private property. Some properties, particularly in the community core, will require new service lines from the structure to the municipal water line located in the frontage road. The work on private property will be funded by individual property owners. Property owners will have the option of either A) paying for their portion at the time of the construction, or B) paying their portion overtime through Local Improvement District (LID) assessments. If the Council approves this action, and a loan is granted, staff will initiate the process for a LID district.

Pursuant to Idaho Code the city needs to obtain debt approval through a bond election in order to obtain the SRF loan for the KSW conversion project. A simple majority of citizens need to approve the bond. If citizens approve the bond, the city can then initiate the formation of a Local Improvement District.

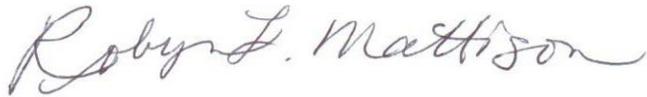
Recommendation

Staff respectfully recommends approval of the first reading of Ordinance No. 1129 authorizing a May bond election to obtain a State Revolving Fund loan. In addition, staff recommends waiving the second reading of Ordinance No. 1129 and approving the third reading at the March 16th council meeting.

Recommended Motion

"I move to approve the first reading of Ordinance No. 1129 authorizing a May bond election to obtain a State Revolving Fund loan through the Idaho Department of Environmental Quality and further move to waive the second reading of Ordinance No. 1129".

Sincerely,

A handwritten signature in cursive script that reads "Robyn L. Mattison". The signature is written in dark ink and is positioned below the word "Sincerely,".

Robyn L. Mattison, P.E., LEED AP
Public Works Director/City Engineer

ORDINANCE NO. 1129

AN ORDINANCE PROVIDING FOR THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE DOMESTIC WATER SYSTEM FACILITIES OF THE CITY OF KETCHUM, IDAHO; CALLING FOR A SPECIAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY THE QUESTION OF INCURRING AN INDEBTEDNESS AND ISSUING THE REVENUE BONDS OF THE CITY IN A PRINCIPAL AMOUNT NOT TO EXCEED \$449,000 TO PAY THE COST THEREOF; ESTABLISHING THE DATE AND TIME OF ELECTION; APPROVING A FORM OF BALLOT AND PROVIDING FOR NOTICE OF THE SPECIAL BOND ELECTION; PROVIDING FOR REGISTRATION OF VOTERS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Ketchum, Blaine County, Idaho (the “City”), is a municipal corporation duly organized and operating under the laws of the State of Idaho; and

WHEREAS, the City owns and operates a domestic water system (the “System”) and collects rates, fees, and charges for the use of the System; and

WHEREAS, the System is in need of improvement and the Mayor and City Council have determined it to be in the best interest of the City and its residents to improve the domestic water system related facilities (collectively, the “Project”); and

WHEREAS, the City does not have sufficient funds available to pay the cost of the foregoing Project and has determined it advisable to finance a portion of such cost through the issuance of the revenue bonds (the “Bonds”) of the City in an amount not to exceed \$449,000, pursuant to the provisions of the Revenue Bond Act (the “Act”) the same being §§50-1027 through 50-1042, Idaho Code, and in order to do so desires to provide for the holding of a special bond election as required by the Act; and

WHEREAS, the net revenues to be derived from the operation of the domestic water system may be pledged lawfully and irrevocably to secure the repayment of such Bonds herein authorized pursuant to the Act; and

WHEREAS, such Bonds shall not be a debt of the City and it shall not be liable thereon, nor shall such Bonds be payable out of any other funds other than the revenue from the System pledged to the payment thereof; and

WHEREAS, said Bonds cannot be issued without the assent of a majority of the qualified electors of the City voting at an election held for the purpose of authorizing or refusing to authorize the issuance of said Bonds; and

WHEREAS, such election shall be conducted by Blaine County, Idaho (the “County”), as provided by law.

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

SECTION 1: THE PROJECT

The Mayor and Council hereby find, determine, and declare that it is necessary and essential to the public interest, health, safety, and welfare that the City acquire and construct certain capital improvements and betterments to the System, consisting generally of, but not limited to, the conversion of the Ketchum Springs water distribution system to the City's municipal water system, installing water meters, and related improvements, together with costs of engineering, legal, accounting, and other necessary professional services, costs of bond issuance, interest on borrowed funds during construction, and costs incidental thereto (the "Project").

The cost and expense of the acquisition, construction, and installation of the Project is estimated by the engineers of the City to be \$449,000, including the payment of all preliminary expenses incurred and incident to the Project and properly incident to the issuance of the bonds as such expenses are set forth in the Revenue Bond Act, and including payment of interest on such bonds during the period to be covered by the acquisition and construction of the improvements as described above.

Subject to the approval of the incurring of indebtedness and the issuance of revenue bonds therefor by the qualified electors voting at the election for which provision is hereinafter made, revenue bonds of the City shall be issued pursuant to the provisions of the Revenue Bond Act, being Idaho Code Sections 50-1027 to 50-1042, inclusive, in a principal amount not to exceed \$449,000 to pay a portion of the costs of the Project. The remainder of the costs, if any, will be paid from grants and other lawfully available funds of the City.

SECTION: SPECIAL ELECTION

A special municipal bond election is hereby called to be held within the City of Ketchum on Tuesday, May 19, 2015, for the purpose of voting upon the proposition set forth in Section 4 of this Ordinance. The polling place or places for the special bond election shall be determined by the Blaine County Clerk, and the election shall be conducted by the Blaine County Clerk. The Blaine County Clerk shall appoint election judges and election clerks for the polling place or places for the special bond election.

SECTION 3: ADMINISTRATION OF ELECTION

The polls of the special bond election shall open at the hour of 8:00 o'clock A.M. on May 19, 2015, and shall remain open continuously until the hour of 8:00 o'clock P.M., at which time the polls shall be closed. The administration of the election shall be conducted by Blaine County in accordance with Chapter 4 of Title 50, Idaho Code, Title 34 of Idaho Code, and this Ordinance.

The ballot proposition to be voted upon at the special bond election, as set forth in Section 4 of this Ordinance, shall be separate from any other proposition being voted upon at or in conjunction with any other election being held and conducted on the same date. Only those qualified electors of the City casting valid ballots upon the proposition set forth in Section 4 of this Ordinance shall be counted in determining the number of qualified electors voting at or participating in the special bond election.

SECTION 4: BALLOT PROPOSITION

The ballot proposition for the special bond election shall be in substantially the following form:

WATER REVENUE BOND ELECTION

CITY OF KETCHUM
Blaine County, Idaho

May 19, 2015

SHALL THE CITY OF KETCHUM, IDAHO, BE AUTHORIZED TO INCUR AN INDEBTEDNESS AND TO ISSUE AND SELL ITS WATER REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$449,000 TO PAY THE COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS AND BETTERMENTS TO THE DOMESTIC WATER SYSTEM FACILITIES OF THE CITY, SAID BONDS TO BE PAYABLE SOLELY FROM DOMESTIC WATER SYSTEM REVENUES, OVER A TERM WHICH MAY BE LESS THAN BUT WHICH SHALL NOT EXCEED TWENTY (20) YEARS FROM THE DATE OF THE BONDS, AS MORE FULLY PROVIDED IN ORDINANCE NO. 1129?

IN FAVOR OF issuing revenue bonds in an amount not to exceed \$449,000 for the purposes provided by Ordinance No. 1129.....

AGAINST issuing revenue bonds in an amount not to exceed \$449,000 for the purposes provided by Ordinance No. 1129.....

The following information is required by §34-439, Idaho Code:

The purpose for which the proceeds of the bonds will be used is improvements to the domestic water system of the City through the conversion of the Ketchum Springs water distribution system to the main distribution system. The City currently has outstanding indebtedness of \$5,890,476, of which \$894,365 is payable from a property tax levy, \$171,181 is payable from wastewater system revenues, and 4,824,930 is payable from water system revenues. The interest rate anticipated on the proposed bonds is 2.75%. The range of anticipated rates is from 2.00% to 4.00%. The total proposed principal amount to be repaid over the life of the bonds is \$449,000, the total interest to be paid over the life of the bonds, based on the anticipated interest rate is \$137,741; the total amount to be

repaid over the life of the bonds is \$586,741. The bonds, if approved and issued, will be payable over a term which may be less than but which will not exceed twenty (20) years from their date, to be determined by the City Council at the time the bonds are issued.

SECTION 5: QUALIFIED ELECTORS

Every person eighteen (18) years of age or older, who at the time of the specified bond election is a United States citizen who has been a legal and bona fide resident of the City for at least thirty (30) days immediately preceding the date of the election, if properly registered as required by law, shall be qualified to vote at said election.

All electors must be registered before being able to vote at the special bond election. The Blaine County Clerk is the registrar for the City, and voter registration shall be conducted pursuant to the provisions of Section 34-1402, Idaho Code.

Any person who is eligible to vote may register on election day by appearing in person at the polling place established for the election, by completing a registration card, making an oath on the form prescribed by law, and providing proof of residence in the manner provided by Section 34-408A, Idaho Code, as amended.

SECTION 6: BALLOTS

The Blaine County Clerk shall cause the official ballot for the special bond election to be prepared in a sufficient quantity for the special bond election.

SECTION 7: NOTICE

Notice of the special bond election shall be given prior to the election by publishing notice of the election in the official newspaper of the City, the first publication being at least twelve (12) days prior to the election, the last publication to be not less than five (5) days prior to the special bond election. In accordance with Section 34-602, Idaho Code, as amended, the second publication of the notice of election shall be accompanied by a facsimile of the sample ballot for the special bond election.

SECTION 8: CANVASS

When the polls are closed, the election officials shall immediately proceed to count the ballots cast at the special bond election. The counting shall be continued without adjournment until completed and the result declared. The election judge and clerks shall thereupon certify the returns of the special bond election to the County Clerk, who shall present the results to the County Commissioners.

The Board of County Commissioners shall meet within ten (10) days following the election, or at such time to which said meeting is continued, for the purpose of canvassing the results of the special bond election. The County Clerk shall thereupon certify the election results

to the City Clerk. The results shall then be entered in the minutes of the City Council and proclaimed as final.

SECTION 9: DEBT DISCLOSURE STATEMENT

A brief official statement containing the information required by Idaho Code §34-439, as amended, shall be prepared by the City Treasurer.

SECTION 10: REVENUE BONDS

If, at the special bond election, a majority of the qualified electors of the City voting upon the ballot question set forth in Section 4 of this Ordinance vote in favor of incurring of indebtedness and the issuance of revenue bonds for the purposes set forth herein and designated on the aforesaid ballot, fully registered revenue bonds of the City shall be authorized, issued, sold, and delivered. The bonds shall be issued in the form and manner, shall be registered, shall mature annually over a period which may be less than but which shall not exceed twenty (20) years, shall bear interest at a rate or rates to be determined by the Council at the time of issuance of such bonds, and shall be payable annually or at such lesser intervals and be subject to such redemption provisions, as may be prescribed by the ordinance authorizing the issuance of the bonds, all of which shall be in accordance with the laws of the State of Idaho.

The net revenues (gross revenues minus normal expenses of maintenance and operation) of the domestic water system of the City will be pledged for the payment of principal of and interest and redemption premiums, if any, on the revenue bonds, as shall be determined by the Mayor and Council. The bonds shall not be a debt of the City within the meaning of any State constitutional provision or statutory limitation, nor a charge against the general credit or taxing powers of the City, and the City shall not be liable therefor out of its general revenues, nor shall the bonds or the interest thereon be payable out of any funds other than the revenues specified above.

SECTION 11: OFFICERS AUTHORIZED

The officers of the City and Blaine County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

SECTION 12: RATIFICATION

All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Mayor and Council and other City officials directed toward construction and installation of the Project and the issuance of revenue bonds of the City therefor, and for the holding of a special bond election, are hereby ratified, approved, and confirmed.

SECTION 13: PUBLICATION

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

ADOPTED and APPROVED this 16th day of March, 2015.

CITY OF KETCHUM, IDAHO

By: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

(S E A L)

SUMMARY OF
ORDINANCE NO. 1129

AN ORDINANCE PROVIDING FOR THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE DOMESTIC WATER SYSTEM FACILITIES OF THE CITY OF KETCHUM, IDAHO; CALLING FOR A SPECIAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY THE QUESTION OF INCURRING AN INDEBTEDNESS AND ISSUING THE REVENUE BONDS OF THE CITY IN A PRINCIPAL AMOUNT NOT TO EXCEED \$449,000 TO PAY ALL OR PART OF THE COST THEREOF; ESTABLISHING THE DATE AND TIME OF ELECTION; APPROVING A FORM OF BALLOT AND PROVIDING FOR NOTICE OF THE SPECIAL BOND ELECTION; PROVIDING FOR REGISTRATION OF VOTERS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

A summary of the principal provisions of Ordinance No. 1129 of the City of Ketchum, Blaine County, Idaho, adopted on March 16, 2015, is as follows:

Section 1: Defines the domestic water system facility improvement project, estimates the total cost, and provides for issuance of revenue bonds, subject to approval of the qualified electors of the City, in an amount not to exceed \$449,000 to pay a portion of the cost of the Project.

Section 2: Provides for a special bond election to be held within the City on Tuesday, May 19, 2015, for the purpose of enabling the qualified electors of the City to vote upon the proposition of issuing domestic water system revenue bonds.

Section 3: Provides that the polls of the special bond election shall open at 8:00 o'clock A.M. on May 19, 2015, and shall remain open until 8:00 o'clock P.M., and provides for the polling places for the special bond election.

Section 4: Provides that the ballot proposition shall be substantially as follows:

SHALL THE CITY OF KETCHUM, IDAHO, BE AUTHORIZED TO INCUR AN INDEBTEDNESS AND TO ISSUE AND SELL ITS REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$449,000 TO PAY THE COST OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS AND BETTERMENTS TO THE DOMESTIC WATER SYSTEM FACILITIES OF THE CITY, SAID BONDS TO BE PAYABLE SOLELY FROM DOMESTIC WATER SYSTEM REVENUES, OVER A TERM WHICH MAY BE LESS THAN BUT WHICH SHALL NOT EXCEED TWENTY (20) YEARS FROM THE DATE OF THE BONDS, AS MORE FULLY PROVIDED IN ORDINANCE NO. 1129?

EXHIBIT "A"

Section 5: Defines qualified electors as persons eighteen (18) years of age or older who are United States citizens who have resided in the City for at least thirty days prior to the election and who are registered as provided by law, and provides for registration of voters.

Section 6: Provides for preparation of the official ballot.

Section 7: Provides for publication of Notice of Special Bond Election.

Section 8: Provides for canvass of votes.

Section 9: Provides for Debt Disclosure Statement pursuant to Idaho Code § 34-439.

Section 10: Provides for the issuance of revenue bonds maturing over a period which may be less than but which shall not exceed thirty (30) years, and provides for other matters relating to the revenue bonds.

Section 11: Authorizes the officers of the City and Blaine County to take appropriate actions to effectuate the provisions of this Ordinance.

Section 12: Ratifies previous actions.

Section 13: Provides for publication of a summary of the Ordinance.

The full text of Ordinance No. 1129 is available at Ketchum City Hall and will be provided to any citizen upon personal request during normal office hours.

CITY OF KETCHUM
Blaine County, Idaho

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

CERTIFICATION OF ATTORNEY

I, the undersigned attorney at law and General Counsel to the City of Ketchum, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 1129 of the City of Ketchum and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated as of the 16th day of March, 2015.

Attorney at Law

EXHIBIT "A"

Page 3



City of Ketchum
Planning & Building

March 2, 2015

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

Mayor Jonas and Members of the Council,

**AMENDMENT TO KETCHUM MUNICIPAL CODE
ADDING TITLE 4, CHAPTER 12, PLANNING AND ZONING COMMISSION
PUBLIC HEARING MARCH 2, 2015**

Introduction/History

In 1998, the Ketchum City Council (re-)created the Ketchum Planning and Zoning Commission by Ordinance 687. That ordinance was amended in 1999 by Ordinance 721 by adding certain subsections. The ordinances were codified sometime after 2001 by the City's first codifier consultant and became Title 2, Chapter 2.36. In 2006 when the current codifier consultant, Sterling Codifiers, re-codified the Ketchum Municipal Code, that became Title 4, Chapter 4.12.

In March of 2014, the City deleted Chapter 4.12 from the Ketchum Municipal Code by Ordinance No. 1114. While that Ordinance did not specifically repeal Ordinances 687 and 721, it did operate to remove the text from the Ketchum Municipal Code.

The creation of the Commission, the number of members to be appointed, and the length of term are specifically required by I.C. 67-6504 to be adopted by Ordinance. Since the Ketchum Municipal Code no longer contains those sections, it is appropriate to adopt a new Ordinance that will specifically repeal the older Ordinances, re-adopt the required sections, and provide for codification.

In addition, the current bylaws of the Commission refer to Title 2, Chapter 2.36 for certain mandatory requirements for organization. Since that Chapter 2.36 no longer exists, and the subsequent Chapter 4.12 was deleted, it is recommended that the bylaws be simplified and updated as a companion project to this KMC amendment. A separate staff report and draft of bylaw changes has been submitted to the Council for approval.

Current Report

The following table includes the general provisions that were deleted from the KMC in March of 2014 and staff recommendation on each:

Chapter 4.12 provisions that were deleted:	Staff recommendation:
---	------------------------------

<p>4.12.020: Creation of Commission</p> <ol style="list-style-type: none"> 1. 5 members 2. Residency of 3 years in the city before appointment (state code only requires 2 years in the County) 3. 3 members reside in city, 2 may reside outside 4. Requirement to stagger terms 5. No member shall serve more than 2 full consecutive terms 6. Removal for cause 7. Entitled to mileage and per diem allowance set by resolution of the Council 8. Compliance with conflict of interest laws of State of Idaho 	<ol style="list-style-type: none"> 1. 5 members established in draft Ordinance. 2. Recommendation to address residency different from I.C. in bylaws if desired. 3. Recommendation is to address residency in the bylaws, citing compliance with I.C. 67-6504 and 67-6526. 4. Staggering of terms has been accomplished, no need to include in KMC. 5. I.C. states this, and includes an exception to that rule if approved by 2/3 of the Council; this does not need to be part of the KMC. 6. I.C. includes <i>for cause</i>, recommendation is that this is not needed in KMC because the draft amendment requires compliance with I.C. 7. I.C. provides for mileage and per diem at the discretion of the Council; therefore it is not needed in this KMC amendment. 8. Recommendation is that it is not needed in KMC and to address conflict of interest and refer to the I.C. 67-6506 in the bylaws.
4.12.030: Rules and organization	More appropriately covered in by-laws
4.12.040: Meetings	More appropriately covered in by-laws
4.12.050: Duties of the Commission	More appropriately covered in by-laws
4.12.060: Employees and expenditures	More appropriately covered in by-laws

Please find a draft Ordinance to amend KMC by adding a new Title 2, Chapter 12, Planning and Zoning Commission.

On February 9, 2015, the Planning and Zoning Commission reviewed the proposed amendment to Ketchum Municipal Code and unanimously voted to recommend adoption to the City Council.

Financial Requirement/Impact

Upon consideration and adoption of the proposed amendment to KMC, there is no direct financial requirement or impact that does exist today with the operation of the Planning and Zoning Commission.

Recommendations

Staff recommends adoption of the proposed ordinance to ensure the KMC is in compliance with state statute.

Recommended Motion

"I move to approved Ordinance No. 1130, thereby creating Title 4, Chapter 12, the Planning and Zoning Commission in the Ketchum Municipal Code."

Sincerely,

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

Micah Austin
Director of Planning and Building

Attachments:

Ordinance No. 1130

CITY OF KETCHUM, IDAHO, ORDINANCE NO. 1130

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING KETCHUM MUNICIPAL CODE BY ADDING CHAPTER 12, PLANNING AND ZONING COMMISSION TO TITLE 4, COMMISSIONS AND BOARDS, INCLUDING DEFINITIONS, CREATING A PLANNING AND ZONING COMMISSION, ESTABLISHING NUMBER OF MEMBERS TO BE APPOINTED, ESTABLISHING TERM OF OFFICE, AND REQUIRING COMPLIANCE WITH 67-6504; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLICATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ketchum Planning and Zoning Commission was created by Ketchum Ordinance 721 on April 20, 1998; and that ordinance provided for definitions, creation of the Commission, rules and organization, meetings, duties of the Commission, and employees and expenditures;

WHEREAS, Subsection 2 of Ordinance 721 was amended by Ketchum Ordinance 782 on July 19, 1999; and that amendment added that no member shall serve more than two full consecutive terms, members may be removed for cause, and members are entitled to mileage and per diem set by resolution of the Council;

WHEREAS, thereafter, the sections and text contained in Ordinances 721 and 782 were codified into the Ketchum Municipal Code originally as Title 2, Chapter 2.36;

WHEREAS, Ketchum Municipal Code, Title 2, Chapter 2.36 became Title 4, Chapter 4.12 upon codification by Sterling Codifiers in 2006;

WHEREAS, Ketchum Ordinance 1114 adopted on March 3, 2014 repealed Title 4, Chapter 4.12 making findings in the whereas clauses that the rules contained in that chapter conflict with the Planning and Zoning Commission By-laws, that rules are best adopted by resolution, and that to prevent future conflict with these rules, this chapter should be deleted;

WHEREAS, research of Idaho Code, Title 67, State Government and State Affairs, Chapter 65, Local Land Use Planning, Section 67-6504, as it is currently in effect, requires that the ordinance establishing the Commission shall contain two particular provisions – one that it sets forth the number of members to be appointed and the second that it sets forth the specific length of term not less than 3 years and not more than 6 years;

WHEREAS, other mandatory requirements applying to the Planning and Zoning Commission are contained within I.C. Section 67-6504 but are not required to be contained

within the Ordinance creating the Commission although the City has the authority to adopt more stringent requirements than called out in Idaho Code, if it chooses;

WHEREAS, while Ordinance 721, creating the Commission, and Ordinance 782, amending 721, were not specifically repealed by Ordinance 1114, the required provisions remain effective and should be codified as part of the Ketchum Municipal Code;

WHEREAS, it is found appropriate to repeal the prior Ordinances and adopt a new Ordinance that contains the required sections and requires compliance with other rules contained in Idaho Code Section 67-6504 as may be amended from time to time;

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

SECTION 1. AMENDING KETCHUM MUNICIPAL CODE. Ketchum Municipal Code is hereby amended by the addition of Chapter 12, Title 4, Planning and Zoning Commission as follows, to wit:

CHAPTER 4.12

PLANNING AND ZONING COMMISSION

Section 4.12.010: DEFINITIONS. As used in this Ordinance, the following definitions shall apply:

- a. "Commission" shall mean the City of Ketchum Planning and Zoning Commission created by this Ordinance.
- b. "Appointive Members" shall mean all members appointed to the Commission by the Mayor and confirmed by a majority vote of the City Council, pursuant to I.C. 67-6504.
- c. "Governing Board" shall mean the Mayor and City Council of the City of Ketchum, Idaho.

Section 4.12.020: CREATION OF THE COMMISSION. A Planning and Zoning Commission for the City of Ketchum, Idaho, is hereby created pursuant to I.C. 67-6504. The appointment of members, filling vacancies, residency, length of service and removal for cause shall conform to requirements contained in I.C. 67-6504(a) as may be amended from time to time, unless more restrictive requirements are established in by-laws of the Commission adopted by resolution of the City Council.

Section 4.12.030: ESTABLISH NUMBER OF MEMBERS. The number of members to be appointed to the Commission shall be five (5), pursuant to I.C. 67-6504(a) that provides for not less than three (3) members and not more than twelve (12) members.

Section 4.12.040: ESTABLISH TERM OF OFFICE. The term of office shall be three (3) years, pursuant to I.C. 67-6504(a) that provides for not less than three (3) years and not more than six (6) years.

Section 4.12.050: COMPLIANCE WITH I.C. 67-6504. The bylaws of the Planning and Zoning Commission setting forth organization, rules, records, meetings, expenditures, and staff shall comply with I.C. 67-6504, as may be amended from time to time

SECTION 2. 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 the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All Ordinances and parts of Ordinances of the City of Ketchum, Idaho, which are in conflict herewith, are hereby repealed. Specifically, Ordinance Numbers 721, 782 and 1114 are hereby repealed.

SECTION 4. CODIFICATION CLAUSE. The City Clerk is instructed to immediately forward this ordinance to the codifier of the official Ketchum Municipal Code for proper revision of the code.

SECTION 5. PUBLICATION. This Ordinance 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 upon the date of its publication as provided by law.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this ____ day of _____, 2015.

APPROVED:

Nina Jonas, Mayor

ATTEST:

Sandra E. Cady, City Clerk



City of Ketchum
Planning & Building

March 2, 2015

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

Mayor Jonas and Members of the Council:

BYLAWS AMENDMENT

Introduction/History

Staff review of the existing bylaws revealed they contain references to Ketchum Municipal Code (KMC) sections that are no longer part of the Code. As a result, it is recommended that amendment to the 2001 bylaws be considered and that a companion amendment to the KMC be considered to place back into the local Code certain requirement set forth in Idaho Code (I.C.) Title 67, Chapter 65, Local Land Use Planning Act (LLUPA).

Current Report

Objectives for amending Planning and Zoning Commission bylaws are:

- To update with current KMC and I.C. references;
- To simplify and establish more generalized rules of operation for the Commission;
- To ensure consistency with I.C. 67-65 (Local Land Use Planning); and,
- To provide for operation of the Commission in consistent with KMC (proposed Code amendment to include certain requirements set forth in I.C. 67-6504 that were deleted in 2014 by Ordinance 1114 – detail in companion agenda item and staff report).

The attached draft changes to the existing bylaws are shown with strikeouts and underlines together with comment balloons in the right margin. Also attached is a “clean” version of the proposed amended bylaws.

Since I.C. sections that apply to the operation of the Commission are amended from time to time (and not required to be in the local Code), it is recommended that reference to the I.C. section be used, stating “as may be amended from time to time”. The Local Land Use Planning Section 65-6504 as it is adopted to-date could be attached to the bylaws for easy reference and to benefit a new Commissioner in understanding the state enabling legislation. Annual staff review of the pertinent sections of I.C. is recommended in order to keep the Commission up to date.

Some of the sections of the amendment to the bylaws require more explanation than those where the changes are obvious or not fully covered by the comment balloons in the draft:

Section 1.b: Meeting times: Recommended to be flexible to allow special meetings at special times, site visits prior to regular meetings, etc.

Section 2: Election of Officers: Point to discuss: Term of service of the Chair and Vice Chair is currently assumed to be one year since those officers are required to be elected at the first meeting in January each year. This can remain the same and not mean every January. It could be specified as a term of 1 or 2 years (for example) with either no limit to the number of terms or a limit of 2 or 3 terms (for example).

Section 4: Residency: When Section 2.36 (old reference in the current by-laws) and the subsequent (old) Section 4.12 were in the KMC, it required:

1. 5 members
2. Members must have resided in Blaine County for 3 years prior to appointment
3. 3 members must be residents of Ketchum
4. Not more than 2 members could reside outside Ketchum (but none are required to live outside)

This draft of the by-laws is silent to residency except for a reference to I.C. 67-6504 and 67-6526 both of which may be amended from time to time and the latter of which refer to population within the Area of City Impact and the City, which will change from time to time.

Section 7: Commission Meeting Agendas: Recommendation is that leaving timing up to administration and Commission is more appropriate than dictating a specific schedule in bylaws. It is more appropriate to cover what needs to be done and why in the bylaws.

Section 9: Conflict of Interest Prohibited: Section could be abbreviated with simple references to Idaho State Code. Subsections contained in the 2001 bylaws dealing with disclosure, ex parte communication, and impartiality have been moved from Section 11 Rules of Order to this Section 9 given the similar topics.

In the final version for Commission consideration, changes will be accepted and standard outline format used. (Lower-case a, b, c, etc. will become upper-case A, B, C, etc. where subparagraphs follow numbered sections, and so forth.) The document will be generally cleaned up and presented with City of Ketchum logo, preferred format, and date of recommendation to the City Council.

On February 23, 2015, the Planning and Zoning Commission reviewed the proposed bylaws and recommended adoption to the City Council without amendment. The final bylaws will be adopted by the City Council by proposed Resolution 15-009.

Financial Requirement/Impact

There is no financial requirement; however, updating the bylaws is expected to benefit the appointed Commissioners' understanding of their role and to allow for better operation of the Commission, thereby potentially saving Commissioner and staff time.

Recommendation

At the meeting of March 2, 2015, it is recommended that the City Council approve the amendment to the bylaws by adopting Resolution 15-009.

Recommended Motion

"I move to adopt Resolution 15-009, thereby amending bylaws for the Ketchum Planning and Zoning Commission"

Sincerely,

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

Micah Austin, AICP
Planning and Building Director

Attachments: Resolution 15-009

RESOLUTION NUMBER 15-009

A RESOLUTION OF THE CITY OF KETCHUM, IDAHO, AMENDING THE KETCHUM PLANNING AND ZONING COMMISSION BYLAWS.

WHEREAS, bylaws for the Ketchum Planning and Zoning Commission provide direction to the members in performance of their duties;

WHEREAS, the Ketchum City Council has received and reviewed recommendations from the Planning and Zoning Commission for amendments to the Planning and Zoning Bylaws, attached as Exhibit A; and

WHEREAS, the amendments on the attached bylaws are consistent with state law and will promote effective decision making of the Planning and Zoning.;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF KETCHUM, IDAHO, to amend the Planning and Zoning Commission Bylaws, attached as Exhibit A to this resolution.

This Resolution will be in full force and effect upon its adoption this 2nd (second) day of March, 2015.

Nina Jonas, Mayor

Attest: Approved as to form and content:

Sandra Cady, CMC
City Treasurer/Clerk

Stephanie Bonney
City Attorney

Exhibit A
(see attached)

BYLAWS
KETCHUM PLANNING AND ZONING COMMISSION
Adopted 3-2-2015 by Resolution 15-009

1. MEETINGS:

The minimum number of meetings annually shall be consistent with Idaho Code 67-6504, as amended from time to time. Regular meeting dates shall be established by Resolution of the City Council.

- a. Location: Commission meetings shall be held at the Ketchum City Hall or other such location(s) as provided in public notices of meetings. Site visits conducted by a majority of Commission members shall constitute a formal meeting of the Commission requiring compliance with notice requirements.
- b. Meeting Times: Meeting times shall be established by the Commission.
- c. Special meetings may be called as needed. Notices of any special meetings called shall be given at least twenty-four (24) hours prior to the special meeting. Notice for all agenda items shall comply with state and local notice requirements.
- d. Open to the Public: All regular and special meetings of the Commission, subcommittees and/or work sessions shall be open to the public. Receiving public comments for issues not requiring specific public hearings shall be at the discretion of the Commission.

2. ELECTION OF OFFICERS:

The Commission shall elect a Chairperson and Vice Chairperson at its first meeting of any calendar year. Said elections shall be by majority vote. After election, the Chairperson shall continue to have all the rights, privileges and immunities as any other member of the Commission including voting on all matters before the Commission. If a vacancy occurs in the office of Chairperson, the members of the Commission, at their next regular meeting, shall select a Chairperson from among their number for the unexpired term. The election shall be by majority affirmative vote. The term of service shall be that calendar year. There shall be no limit to the number of terms the officers may serve. Any other offices, committees or task forces may be established to assist in carrying out the Commission's responsibilities.

3. CHAIRING THE MEETINGS:

- a. The Chairperson shall preside at all meetings of the Commission and be recognized as the head of the Commission for all administrative and ceremonial purposes.

Robert's Rule of Order shall be utilized in the conduct of Commission meetings and business.

- b. During the Chairperson's absence or temporary inability to fulfil his/her duties, the Vice Chairperson shall act as Chairperson.
- c. If both the Chairperson and Vice Chairperson are absent, the members may elect a temporary Chairperson by majority vote.

4. RESIDENCY:

Each member must meet the minimum time of residency and geographic residency requirements in Idaho Code 67-6504 and 67-6526, as may be amended from time to time.

5. QUORUM:

At all meetings of the Commission, a majority of members who are present shall constitute a quorum for the transaction of business. The quorum must be established at the beginning of the meeting in order to conduct business. If a member recuses him or herself from a matter under consideration, and the result is a number of members less than a majority, a quorum shall be deemed to exist. Furthermore, members may participate and be counted as part of a quorum by electronic means such as video or telephone.

6. ATTENDANCE, EXCUSED ABSENCES:

Every member must be present at seventy-five (75) percent of the regularly scheduled meetings of the Commission. Failure to do so (for reasons other than illness or conflict of interest) may be cause for termination of membership by the Mayor and Council.

7. COMMISSION MEETING AGENDA:

The Planning and Building Department Director shall arrange a list of such matters according to the order of business and prepare an agenda for the Commission. The agenda and all materials associated with the items on the agenda may be posted on the City of Ketchum website and will be made available to the Commission members and public with substantially adequate time for review in advance of the regular meetings. Items on the agenda may be assigned estimated start times, thereby establishing an estimated period of time that is set aside for any given item on this agenda.

8. DUTIES OF THE COMMISSION:

The duties of the Commission shall be consistent with the provisions of Local Land Use Planning, Title 67, Chapter 65 of Idaho Code, including but not limited to recommendations to

the City Council, final decision on certain types of planning and zoning applications, consideration of Comprehensive and other plans for the City, appeals of certain administrative decisions, and initiation of code amendments.

9. CONFLICT OF INTEREST PROHIBITED:

- a. No member of the Commission with a conflict of interest, as defined by I.C.67-6506, shall participate in any aspect of the decision-making process concerning said matter. For purposes of this section the term "participation" means engaging in activities which constitute deliberations as a Commissioner pursuant to the open meeting act. A member of the Commission shall not participate in any proceeding or action when the member has a conflict of interest in the procedure or action pursuant to Idaho Code § 67-6506, as the same may be amended from time to time.
- b. If a Commissioner feels that he or she has a potential conflict of interest, no matter how remote, the Commissioner should disclose such facts to the Planning and Zoning Administrator who may seek the opinion of the City Attorney as to whether a potential conflict exists. The Planning and Zoning Administrator shall communicate such opinion to the Commissioner and the Chairperson. Any actual interest in any proceeding shall be disclosed at or before any meeting at which the action is being heard or considered.
- c. A member with a conflict of interest shall not be prohibited from testifying at, or presenting evidence to, a public hearing or similar public process after acknowledging nonparticipation in the matter due to a conflict of interest.
- d. All Commission members and staff shall make every effort to familiarize themselves with the applicable fair hearing, conflict of interest, disclosure and disqualification laws that pertain to quasi-judicial proceedings. Quasi-judicial actions are defined as actions of the Commission which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending or revising comprehensive plans or other land use planning documents, or the adoption of area wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. Some examples of quasi-judicial actions which may come before the Commission are: rezones or reclassifications of specific parcels of property, appeals from the decisions of the Planning and Zoning Administrator, subdivisions, street or alley vacations, and special land use permits.
- e. In order to afford all parties an opportunity for a fair hearing, full disclosure of information that is being considered and an opportunity to be heard, Commission

members should avoid ex parte contacts with parties interested in quasi-judicial matters that are before, or likely to appear before the Commission. In the event ex parte contact occurs, the Commissioner shall disclose the contact and the substantive information or facts that were received during the course of the contact as they relate to the matter at hand. Said disclosure shall occur prior to consideration of the matter.

- f. Care should be taken to make sure that the Commission's impartiality not be undermined by a member's strong bias or prejudice – from whatever source derived – towards a pending application. If a member believes that he or she has such a bias, the member should recuse themselves from deliberation and consideration of the matter.

10. DISSENTS AND PROTESTS:

Any Commissioner shall have the right to express dissent from, or protest against any recommendation or resolution of the Commission and have the reason therefore entered in the minutes.

11. RULES OF ORDER, PROCEDURES AND MEETING CONDUCT:

- a. Rules of order not specified by statute, ordinance or resolution shall be governed by Robert's Rules of Order. The Planning and Building Director shall serve as parliamentarian and shall advise the Chairperson as to correct rules of procedure or questions of specific rule application.
- b. All members shall have available to them, during each meeting, a copy of the Comprehensive Plan and the ordinances being referred to during the review of a specific application.
- c. Every application shall be certified by the staff to be complete before review by the Commission.
- d. Commission review of applications is with the purpose of making a decision. The members should attempt to review plans and pertinent information available to them on the various applications prior to consideration. The Commission may approve or deny or recommend approval or denial of an application or continue an application due to insufficient information for its review and ability to act.

The approval or denial of an application shall be based upon standards and criteria set forth in the City's Comprehensive Plan, Zoning Code or other applicable ordinances or regulations and shall be in writing and accompanied by a reasoned

statement that explains the criteria and standards considered relevant, the relevant and/or contested facts relied upon, and the rationale for the decision. Such decisions shall be in conformance with Idaho Code, Title 67, Chapter 65, as may be amended from time to time.

- e. Written staff review of applications and any recommendations shall be based on the applicable adopted ordinances, standards and criteria for review.
- f. New information presented at the meeting by the applicant or by an affected party may be cause for continuation of said item so that the new information can be adequately reviewed by the Commission, staff and interested persons before a decision is made.
- g. No ordinance may be recommended nor decision made which is in direct violation of the Comprehensive Plan without first changing the plan.
- h. In reviewing all applications, the Commission shall adhere to all elements of due process and shall provide:
 - 1. Adequate notice of the application or public hearing.
 - 2. Adequate opportunity for the applicant to be heard and present and rebut information on his or her behalf during the hearing.
 - 3. Adequate opportunity for affected parties to be heard and present information during the meeting.
- i. A transcribable record shall be kept of all meetings and hearings where a quorum is present and minutes shall be prepared in conformance with Idaho Code Title 67, Chapter 65, as may be amended from time to time.
- j. Motions. All resolutions and other items of business which require Commission approval or recommendation shall be in the form of an affirmative motion.
- k. Adjournment. Regular meetings shall be completed within a reasonable time frame providing for responsible, reasoned decisions. The Commission may consider establishing a policy stating the maximum length of time for regular meetings with the ability by majority vote of the Commission to exceed that length. Action items that may not be completed may be continued to a subsequent meeting of the Commission.

12. ORDER OF BUSINESS:

- a. The procedures to be used for all hearings of the Commission shall include:
 1. Staff or Chairperson reads the item on agenda which is up for consideration.
 2. Applicant gives a presentation.
 3. Staff gives a presentation of the staff review and recommendations including aspects requiring particular attention by the Commission before reaching its decision.
 4. Planning and Zoning Commission questions to the applicant and to the staff.
 5. Public hearing or public comment as outlined below.
 6. Applicant's rebuttal, if any.
 7. Planning and Zoning Commission discussion and action.
- b. Public Comment. Members of the public may only make comments on matters listed under the agenda items.
 1. General Comment from the Public. Time may be reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Commission on items of interest to the public and that are not specifically listed on the agenda. A time limit for such comments may be established based on the anticipated number of members of the public interested in making comments. Questions from the public are best noted with further discussion and response from staff or the commission after adequate time to investigate and report at a later date.
 2. Public Hearings. The Chairperson shall be responsible for opening and closing all public hearing or public comment periods. All persons wishing to make public comment must be recognized by the Chairperson.
 - a. Procedure. The Chairperson opens the public hearing/comment period and shall call on individuals wishing to speak requiring names and addresses be identified for the record of the meeting. After the public hearing is closed, the public may no longer address

the Commission unless a member of the Commission specifically asks someone in the audience a question.

The Chairperson shall have the option to require that all persons wishing to be heard shall sign in, giving their names and addresses, and the agenda item they are interested in. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. All persons who have signed in and wish to be heard shall be heard, however, the Chairperson may establish speaker time limits and otherwise control presentations to facilitate the hearing and avoid repetition. The Chairperson may choose to require all proponents to speak first and all opponents to speak second. The Chairperson may add additional procedures on a case by case basis.

- b. Conduct. Anyone making "out of order" comments may be subject to removal from the meeting. Comments and testimony are to be directed to the Commission. Dialogue between and inquiries from citizens at the podium and members of staff or the seated audience shall not be permitted. Any belligerent or disparaging commentary toward the Commission, staff, or other individuals will be grounds for removal from the meeting. The Commission shall not be belligerent or make disparaging commentary toward the speaker. If a member of the public fails to follow the rules after being warned once, the Commission may bar that individual from further testimony for the evening.

13. VOTING:

The votes during all meetings of the Commission shall be transacted as follows:

- a. Unless otherwise provided for by statute, ordinance or resolution, all votes shall be taken by voice. If a roll call vote is requested, the order of the roll call vote shall be determined by the Chairperson.
- b. In case of a tie in votes on any proposal or motion, the motion shall be considered lost.

14. COMMITTEES:

The committee structure of the Commission and the procedures governing all committees shall be as follows:

- a. Special Study Committees. Special study committees may be created by the Commission for a particular purpose or when the issue at hand is so complex and time consuming that it cannot be reasonably handled at a Commission or committee of the whole meeting. Commission special study committees shall consist of two Commission members appointed by the Chairperson and may include other members from the public at-large, but in no case shall include a majority of sitting Commission members.
- b. Commission Liaisons. The Chairperson may assign Commission member(s) to liaise with the Ketchum City Council, other City commissions, various local groups, organizations or boards to give the Commission a presence at those groups, organizations or boards activities.
- c. Minutes need not be taken of committee meetings.

15. RECONSIDERATION:

Any action of the Commission, including final action on applications for changes in land use status, but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline shall be subject to a motion to reconsider. Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider must be made no later than the next succeeding regular Commission meeting. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter is returned to the table anew at the next regular or special Commission meeting with time on the agenda available for any action the Commission deems advisable. Any decision for reconsideration must comply with Idaho Statute, as amended from time to time.

16. FILLING COMMISSION VACANCIES:

If a vacancy occurs on the Commission, the vacancy will be filled by the City Council according to procedures outlined in Idaho Code Section 67-6504.

Orientation to the process and operation of the Commission may be provided by City staff in advance of a new Commissioner participating in Commission business. A new Commissioner may choose to abstain from voting until he/she has achieved a level of comfort in participation.

17. VIDEO TAPE RECORDING, PHOTOGRAPHY, LIVE OR TAPE BROADCAST OF COMMISSION MEETINGS:

The Chairperson may allow any member of the public to broadcast, video tape, tape record, or photograph any part of any regular or special meeting of the Commission. If any two Commissioners desire to have the meeting broadcast, video taped, tape recorded or photographed, they may request the Chairperson to allow the action by affirmative motion. If such ability is incorporated into the normal public relations activity of the City, then broadcasting, videotaping, tape recording and photographing shall be allowed at all Commission meetings according to the City's communications policies.

18. EMPLOYEES AND EXPENDITURES

Any expenditures of the Commission shall be within amounts appropriated and authorized by the City Council prior to said expenditure. Paid staff positions may be created and filled only at the discretion of the City Council.



City of Ketchum Planning & Building

February 24, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Approval of City of Ketchum Position Letter on Idaho Power Company's Request to the Idaho Public Utility Commission

Introduction/History

In recent years the City of Ketchum has taken a leadership role in the State of Idaho promoting sustainability measures, including green building and water and energy conservation, through City codes and policies, community education and City energy conservation projects. In January 2014, the Ketchum Energy Advisory Committee (KEAC) was formed to address energy risks and opportunities, focused on reliability, environment, and economy. Ketchum is seeking to build an energy resilience strategy, including renewable energy, local generation, carbon neutrality and energy efficiency goals. A critical first step will be an energy innovation district, combining local generation (rooftop solar, community solar, utility-scale solar, CHP), integrated storage, and a mini-grid to connect local generation, storage and critical loads. The KEAC has identified a number of potential local renewable energy projects, including a community solar farm and installation of a demonstration solar photovoltaic project on a City building.

Idaho Power Company supplies electric power to the Wood River Valley. As an investor-owned utility, Idaho Power is subject to the federal Public Utilities Regulatory Policy Act (PURPA) of 1978 that requires the utility to enter into contracts with certain renewable energy projects. The law has two goals: to encourage clean energy development, while ensuring that utility customers pay a fair price for their power.

Each state adopts its own rules to implement PURPA. Pursuant to these rules, the utilities and projects can negotiate the price and terms of the contract. Critically, once the project developer agrees to the pricing and terms, the utility must sign the contract and accept the renewable energy.

In late 2012, the Idaho Public Utility Commission (Idaho PUC) established a new pricing method, largely designed by Idaho Power Company. The Idaho PUC approved this new pricing method because they believed it produced accurate and fair prices. At that time the Idaho PUC also maintained the existing 20-year contract term rule, although the state's investor-owned utilities had asked to reduce contracts to 5 years. The Idaho PUC rejected this position, finding that a 20-year contract better coincides with the useful life of renewable/congeneration resources and that, as long as the prices is set correctly, long-term contracts best serve to encourage renewable energy development while protecting the rate payer.

Current Report

Idaho Power Company has recently filed a request with the Idaho PUC to reduce the PURPA contract terms from 20 years to 2 years. This would negatively affect a renewable energy developer's ability to plan for the

financial feasibility of a project and, since renewable energy project payback periods are generally on the order of 15 plus years, it would essentially put a halt to construction of these renewable energy generation projects.

The Idaho PUC will conduct public hearings on Idaho Power's request in March 2015. Interested and affected parties, including municipalities, public organizations and private citizens, may comment. The KEAC has prepared a City of Ketchum Policy Paper (See Attachment A.) for submittal to the Idaho PUC to communicate the City's position advising against reduction of the PURPA contract terms to 2 years. For a more detailed analysis of Idaho Power's request and its ramifications, see Attachment B: Issue Brief: Idaho Power's Effort to Change Idaho's Clean Energy Rules.

Financial Requirement/Impact

While Idaho Power Company argues that power rates may increase due to the PURPA requirement to purchase renewable energy, they have not provided analysis documenting actual costs incurred for out of state purchase of peak power (which coincides with peak solar production), costs of federally required clean-up of existing coal power plants and possible reductions of hydro-power availability due to deteriorating dam conditions and recent drought in the western United States. Other states have performed such studies and have included renewable energy production as an effective part of their PUCs' energy portfolios.

The local negative financial impact from the proposed reduction in contract terms is substantial. Renewable energy projects provide local jobs, keep money in the local economy and help provide greater energy resiliency for the community.

Recommendation

Staff respectfully recommends that the City Council authorizes the Mayor to sign the City of Ketchum Position Letter by approving the Consent Agenda.

Sincerely,



Rebecca F. Bundy
Senior Planner / Building and Development Manager

ATTACHMENTS:

- A. City of Ketchum Position Letter on Idaho Power Company's Request to the Idaho Public Utility Commission, dated February 24, 2015
- B. Issue Brief: Idaho Power's Effort to Change Idaho's Clean Energy Rules, authored by Benjamin Otto, Idaho Conservation League, dated February 2015

**Attachment A:
City of Ketchum Position Letter on Idaho Power Company's Request to
the Idaho Public Utility Commission,
dated February 24, 2015**



City of Ketchum

City Hall

Mayor
Nina Jonas

City Council
President
Michael David
Anne Corrock
Baird Gourlay
Jim Slanetz

City Administrator
Suzanne Frick

**Assistant to the
City Administrator**
Lisa Enourato

February 24, 2015

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720

Re: IPE-E-15-01

Dear Commissioners,

The City of Ketchum appreciates the opportunity to comment on Idaho Power's filing with the PUC concerning shortening the length of PURPA contracts. Ketchum is anxious to increase its use of renewable energy and to encourage the development of renewable energy projects to help Idaho to reduce its dependence on fossil fuels. A strong economy, clean energy and a healthy natural environment are key components of Ketchum's resilience strategy. Idaho Power's request to shorten the PURPA contract length is in direct conflict with our community's goals. Current PUC rules require Idaho Power to enter into 20-year contracts for new independently produced renewable energy facilities. Idaho Power has asked that this requirement be reduced to two years.

Long-term contracts provide renewable energy developers the opportunity to secure the financing to build their projects. Ketchum based Sagebrush Solar's plan to develop an 8.5 MW community solar farm between Ketchum and Hailey beginning with a 2.5 MW Phase 1 in 2015 would in effect be halted by anything shorter than a 20-year contract. In 2012, the PUC ruled against reducing 20-year contracts stating "We continue to believe that a 20-year contract better coincides with the useful life of the renewable/cogeneration resources."

The rapid growth of the solar industry in Idaho should not come as a surprise to Idaho Power and could have been addressed with more acuity in recent IRPs. Idaho Power's poor planning and over-purchasing of out-of-state resources should not come at the expense of Idaho ratepayers. If solar can out-compete traditional power sources then solar should be encouraged by the PUC to enable locking in long-term contracts and low prices while Idaho Power shuts down older fossil fuel plants and opens access to clean energy across the state. If there is a cost for their lack of planning, Idaho Power shareholders should pay for those costs, not ratepayers.

In January 2014, the Ketchum City Council formed the Ketchum Energy Advisory Committee (KEAC) to address energy risks and opportunities, focused on reliability, environment, and economy. To that end, Ketchum is building an energy resilience strategy including renewable energy, local generation, carbon neutrality and energy efficiency goals. A critical first step will be an energy innovation district, combining local generation (rooftop solar, community solar, utility-scale solar and combined heat and power CHP), integrated

storage, and a mini-grid to connect local generation, storage and critical loads. To carry out our work, we are collaborating with Idaho Power, NRG, and the Rocky Mountain Institute, among others.

Several KEAC members are also working with the Wood River Valley Renewable Energy Working Group established by Idaho Power in 2014 to create a pilot project for renewable energy in the Wood River Valley. In addition, Idaho Power and the Citizens Advisory Committee reviewing the transmission risks facing the north Wood River Valley are considering a “redundant distribution’ strategy that would support combining local renewable energy with a new 138kV transmission line from Hailey to Ketchum. We believe that the PUC must maintain the current PURPA rules so that we can continue strengthening Ketchum’s resilience and our economy on which it relies.

According to Idaho Power, it is seeking to change our PURPA rules in order to slow down solar energy growth in Idaho. Idaho Power’s latest IRP forecasts that there is no need for additional power plants until the year 2021. Because of this claimed lack of need, Idaho Power wishes to sign short-term PURPA contracts so it can reassess the need and price for solar. But at the same time Idaho Power continues to pursue building the massive Boardman to Hemingway Transmission line to meet future growth for years beyond 2021. When Idaho Power builds a resource, it locks customers into paying for it for the life of the facility, twenty years or more. Just as IPCo needs long-term contracts for its investments, so do independent renewable energy producers. As recently as 2012, as noted above, the state PUC agreed.

We have plenty of energy here in Idaho that should be tapped to meet our local needs, creating jobs here and benefiting our tax base. Local energy investments should have at least as desirable a set of rules as out of state investments.

Another reason Idaho Power wishes to slow down solar development is that it claims the PURPA contract price is higher than the average price the company pays for coal and natural gas, and that the requirement to buy renewable energy could increase customer bills. It is critical that we understand the full costs of those sources, especially coal, since the proposed Clean Power Plan under the Clean Air Act will require significant clean-up of these old facilities. How does the recent \$138 million expenditure at the Jim Bridger coal plant Units 3 and 4, in which Idaho Power is a 1/3 owner, impact Idaho ratepayers? How will an expenditure in excess of \$800 million for selective catalytic reduction (SCR) on all four Bridger units impact Idaho ratepayers? What is the actual cost that ratepayers are paying for coal-fired electricity and with only partial clean up of Bridger to date? What will be the future costs of finishing that job to bring it into compliance, and what will that mean to Idaho ratepayers? The massive investments in SCRs at Bridger does nothing to control carbon dioxide emissions as the technology to reduce those emissions does not yet exist, but there will be significant costs if and when greenhouse gas controls are developed. Idaho Power’s 50% ownership in the two N. Valmy coal plants will also add extensive clean-up costs to ratepayers. The full cost of compliance – with all current environmental regulations taken into account, including the pending cost of carbon – makes continued expenditure on and operation of coal plants no longer economically justifiable. As the true cost of coal becomes clearer, new alternative resources will be needed sooner than currently anticipated. Therefore, in addressing changes to the PURPA rules, the PUC should establish stronger precedents in how it assesses the true costs of continued operation of coal fired plants.

Idaho Power claims that a combination of traditional and renewable resources could exceed customer demand causing the sale of energy to other states at a loss. A counter argument to this issue is that the wholesale market price fluctuates. Sometimes the “avoided cost” under PURPA contracts may be more expensive than alternatives while other times it may be less. In addition, Idaho Power designed the pricing model, and despite claiming it no longer works, the company does not offer any solutions. There are solutions.

Before considering a PURPA rule change that would have devastating consequences on independent renewable energy power producers and consequently on the production of renewable energy in Idaho, the PUC should study how to improve the pricing model, determine how the fact that Idaho-grown renewable energy benefits the state

through job creation and reduced price risk, and how the indirect costs of fossil fuel energy, which harms our valuable natural environment, also harms the ratepayer and the state's economy.

Idaho has been fortunate to have access to hydro power, which IPCo considers a renewable resource. In the near-term, this resource can be a good complement to additional solar power: solar nicely matches peak power use and hydropower can fill in where solar doesn't, primarily late afternoon and early evening. However, although essentially carbon-free, dams cause significant biological and environmental damage to anadromous fish, natural river flow and temperature. Burning climate-disruptive coal is impacting hydro production by altering the amount of water as a result of decreased snow pack and drought. To make up for diminished hydro (in 2013 hydro was only 42% of the state's energy and coal 47%) more coal must be burned, which emits more carbon further disrupting the climate and hydro generation. The cycle can only be mitigated with the addition of solar. Furthermore, over allocation of water rights in conjunction with drought means there is not enough water for all users. Hydro is now most available when it is least needed. Also, as the dams continue to be silted in by the toxic sludge from southern Idaho's massive dairy industry, they will eventually be unable to produce power. This is a serious consideration in future energy production for the state. With more solar additions to Idaho's energy system, less hydropower will be needed, and these growing risks associated with our hydroelectric system can be mitigated. Finally, like hydro with its near-constant fuel price, solar also dramatically decreases ratepayers' energy pricing risk.

At a local level, Ketchum is one of the most popular tourist destinations in the western United States due to world-class skiing at Sun Valley, mountain biking, fishing, hiking, river rafting, restaurants, and art galleries. Visitors from around the globe and across the country including, of course, the Seattle and San Francisco technology sectors, are concerned about energy reliability and security, and protecting the exquisite natural environment that draws them here. Renewable energy attributes and ratings influence whether their conferences are held here or in some other more energy-conscious state. "Put the Sun in Sun Valley" is a slogan Ketchum hopes will create a national example and draw more tourists and cutting-edge entrepreneurs to our beautiful state.

Given the critical importance of outdoor recreation to Ketchum's economy, community leaders are concerned about climate change impacts: the 2013 Beaver Creek fire cost the economy over \$40 million, 23% of our average annual economic activity. Continuing years of low snow pack, warm temperatures and fire threat will further affect the local economy, which also impacts the state's economy. Currently, \$35 million per year leaves our valley and state to pay for energy generated out of state while hurting the state as well as the local economy. Maintaining fair PURPA rules that give local renewable energy projects a chance is a critical way the PUC can support our local economy.

The City of Ketchum recognizes the severity of our energy situation and requests that the PUC take the above points into serious consideration for the future benefit of our state's residents and environment.

Sincerely,

Nina Jonas
Mayor

Attachment B:
Issue Brief: Idaho Power's Effort to Change Idaho's Clean Energy Rules,
authored by Benjamin Otto, Idaho Conservation League,
dated February 2015



www.idahoconservation.org

Idaho Conservation League

PO Box 844, Boise, ID 83701
208.345.6933

Idaho Power's Effort To Undermine Clean Energy Ben Otto, Energy Associate February 2015

Idaho is in the midst of a solar power boom, with more than a dozen large-scale projects underway and many more under consideration. This is great news for Idaho's economy and environment. Investing in our clean energy sector creates Idaho jobs, grows the local tax base, and protects our environment by replacing dirty energy. This solar boom is due to a set of state rules that enable clean energy developers to secure long-term sales agreements with Idaho utilities.

Between June and December 2014 Idaho Power and project developers negotiated 13 contracts to deliver about 461 megawatts of power. Since then, another 885 megawatts are at the early stages of negotiating contract. To put this in scale, Idaho Power's share in the North Valmy coal plant is about 250 megawatts; their newest resource, the Langley Gulch gas plant, is about 300 megawatts; and the vaunted Hells Canyon dam is about 390 megawatts. The amount of solar coming online is large enough to replace whole traditional power plants.

Unfortunately, Idaho Power seeks to change in state rules that will make it nearly impossible to finance new projects. Today renewable project developers can sign 20-year contracts to sell their power to Idaho utilities. These long-term contracts enable renewable projects get financing. Idaho Power wants to reduce this to two years.

The Idaho Public Utilities Commission (PUC) has opened a formal review process to consider Idaho Power's request. The PUC must base their decision on three things: the facts, the law, and the public interest. ICL and a few clean energy developers are engaged in this formal proceeding and we are developing the legal and technical support for long-term contracts.

I. The Federal Law And State Rules Governing This Issue

Idaho has many clean energy projects currently operating in our state. All of these projects operate under a set of rules devised by the Idaho PUC to implement a federal law, the Public Utilities Regulatory Policy Act (PURPA).

PURPA requires certain utilities –Avista, Idaho Power, and Rocky Mountain Power in our state - to enter into contracts with certain renewable energy projects. Congress passed PURPA in 1978 to encourage domestic energy production and reduce reliance on fossil fuels. The law has two goals – encourage clean energy development while ensuring utility customers pay a fair price.

Under PURPA, renewable energy projects are known as “Qualifying Facilities”. To be a QF, a project must be less than 80 Megawatts in size and use renewable energy – biomass, combined heat and power, geothermal, hydropower, solar or wind.

Each state adopts rules to implement PURPA. Pursuant to these rules, the utilities and projects can negotiate the price and terms of the contract. Critically, once the project agrees to the pricing and terms, the utility must sign the contract and accept the renewable energy.

The state rules have two main categories: the price utilities pay and the contract terms. By striking the right balance between these categories, the Idaho PUC can ensure fair priced, reliable energy while encouraging clean energy development. The Idaho PUC has some of the strongest PURPA rules in the nation.

The state rule to set the price a utility pays for renewable projects attempts to calculate the “avoided cost”, which means the cost a utility can avoid by purchasing energy from a PURPA project instead of generating the energy themselves. For example, imagine a utility could produce energy from its own generation sources for \$60 per unit. If the renewable project can deliver energy for less than \$60, then the utility can avoid the cost of self-generation by purchasing from the renewable project. If instead the renewable project can produce energy for more than \$60, then the utility would not avoid any cost by self-generating energy. Pursuant to PURPA, utilities should purchase renewable energy in the first instance, and should self-generate in the latter instance. In this way the federal law encourages clean energy while ensuring customers pay a fair rate.

In late 2012, the Idaho PUC established a new pricing method, largely designed by Idaho Power, to calculate the avoided cost. The PUC approved this new pricing method because they believed it produced accurate and fair prices. Idaho’s current solar developers are following this rule.

The second major category of rules covers the terms of the power purchase contract between the utility and the renewable project. This category includes many issues such as the timing of construction, operating standards, and the fees for mixing the project into the electric system. The length of the contract is probably the most important term established in the state rules.

The Idaho PUC is free to establish any contract length. Over the years, Idaho has allowed contracts of 5, 10, and 20 years. Historically the eras with 20-year contracts saw renewable development in Idaho and the eras with 5-year contracts have not. This is because long-term contracts provide developers with a reliable stream of payments so they can secure financing to build the projects.

Setting the “appropriate” contract length requires the PUC to balance two things--ensuring fair electric bills for customers and giving developers a chance to build renewable projects. In theory, if the avoided costs are correct, then electric customers will pay a fair price throughout a long-term contract. If the avoided costs are wrong, then the PUC should use shorter contracts to protect customers.

In late 2012, when the PUC adopted a new avoided cost pricing method, they also maintained the 20-year contract rule. In that case, the utilities asked to reduce contracts to 5 years. The PUC rejected this position stating: “We continue to believe that a 20-year contracts better coincide with the useful life of the renewable/congeneration resources.” And: “We believe that, by utilizing other tools to ensure an accurate and up-to-date avoided cost valuation, we can continue to encourage [renewable energy] while maintaining the transparency for ratepayers as PURPA

requires.”¹ In short, the PUC recently ruled that, as long as the prices are right, then long-term contracts are good for Idaho.

II. Idaho Power’s Current Request To Shorten The Contract Length

Idaho Power is asking the PUC to reduce the contract length from 20 years down to two years. The Company offers several reasons for this change: (1) the growth in Idaho solar is too much, too fast; (2) Idaho Power’s forecasts show they do not need any additional power to meet customer needs until 2021; and (3) entering into long-term contracts will cause electric rates to rise. This section explains Idaho Power’s position in these three areas and the Idaho Conservation League’s response.

A. The Rapid Growth of Solar Projects Seeking Contracts in Idaho

A primary issue with this rapid growth, Idaho Power claims, is that solar can be hard to integrate into the existing electric system. Unlike a coal or gas plant the utility can dial up or down, solar delivers when the sun shines. Idaho Power does not have much experience dealing with rapid changes like this. They want to reduce the contract length to slow the pace of change and enable them to reevaluate the need and cost for new solar more frequently.

ICL’s Counterpoint

Admittedly this rapid growth in solar may cause some issues for Idaho Power, the PUC, and others to solve. The total amount of potential new projects that may be built by the end of 2016 is quite large. But these solar contracts require developers to pay the cost of integrating into the system. Instead of changing the contract length to prevent future renewable projects, Idaho Power, the PUC, solar developers, and others can work together to address these issues.

Yes, the growth is fast, but Idaho’s growing solar industry is playing by the rules established by the PUC. These rules ensure Idaho Power pays a fair price for this new, clean, and local resource. Remember the price is based on the costs Idaho Power avoids by taking this clean energy instead of using their existing, mostly fossil fuel power plants. If solar can out-compete traditional energy, then we should let this continue and lock in these low prices through a long-term contract. Idaho Power should consider shuttering their older power plants and allowing these new plants to deliver clean energy.

B. Idaho Power Claims They Do Not Need More Clean Energy

According to Idaho Power’s forecast, they do not need to build any type of new power plants until 2021, at least. Traditionally, utilities build new power plants, or purchase additional power, when customer demand exceeds the current resources. Utilities consider this balance of demand and resources in a planning process called the Integrated Resource Plan, which looks 20 years into the future. If the forecast for energy demands exceeds current resources, the utility considers a range of options including coal, gas, renewables, and the wholesale energy market. Then, the utility asks the PUC for permission to build the preferred option.

Today Idaho Power is complaining the rapid increase in solar power is upsetting this planning process. They claim PURPA requires them to enter into long-term contracts regardless of the “need” for new power. According to Idaho Power, shortening contracts to two years will align

¹ Idaho PUC Order No. 32697 at page 24, docket GNR-E-11-03 (December 18, 2012).

with their planning cycle and allow them to reconsider the need for new power and the avoided cost based prices they can offer.

ICL Counterpoint

Idaho Power is defining “need” in terms of their need to build their own resources. An example of this is the February 1st advertisement/letter published in papers across the state where Idaho Power says “the planned Boardman to Hemingway transmission line will reliably serve additional growth for years beyond [2021] without adding any new power plants.” Only Idaho Power has decided they need Boardman to Hemingway, the planning process to make this decision is ongoing and the PUC has not ruled either way. And when Idaho Power asks for permission to build any new resource, they will insist the PUC give them a long-term guarantee that customers will pay for this regardless of future changes. If Idaho Power claims they must reassess resource needs and costs every two years, this should be true for both PURPA contracts and Idaho Power’s own resources. If instead, long-term contracts make sense for Idaho Power, then it’s only fair to offer independent renewable energy the same deal. Idaho needs fair-priced, reliable energy that grows our economy and protects our environment. Idaho’s current PURPA rules that balance accurate avoided cost-based pricing with long-term contracts are meeting these needs.

C. Idaho Power Claims The Growth In PURPA Contracts Will Increase Electric Bills

Idaho Power claims that customer’s electric bills will rise due if they must purchase new solar power. In their words, these long-term contracts put customers “on the hook for billions of dollars in energy costs.” This alleged bill increase might occur for two reasons. Idaho Power could produce energy themselves for less than the PURPA contract price. Or, PURPA generation, along with Idaho Power’s own generation, may exceed customer’s energy demands and cause Idaho Power to sell the excess into the wholesale energy market.

In the application to the PUC, Idaho Power claims they can produce or procure energy for less than the price they must pay under PURPA. They claim the PURPA contract price is higher than the average price they pay for coal, natural gas, or wholesale energy. Idaho Power claims the requirement to purchase this more expensive solar power could increase customer bills.

Idaho Power also claims that the combination of PURPA generation and Idaho Power’s own resources could exceed customer energy demands. When this occurs they must sell this excess energy into the wholesale market. Idaho Power claims any sale of excess energy will incur losses because the sale price is less than the PURPA purchase price. They claims customer’s electric bills will increase to cover these losses. Idaho Power wants to shorten the contract length to two years in order to protect customers from this alleged increase in power costs.

ICL Counterpoint

Remember the PURPA contract price is set according to Idaho Power’s avoided cost. If the pricing is accurate, then a PURPA project will always deliver energy for less than Idaho Power can procure it otherwise. Despite arguing the avoided cost pricing is wrong, Idaho Power does not propose any corrections. Instead, they propose to change a different rule, the contract length. This response does not directly address the issue they identify. Instead, the PUC should review the rules governing the avoided cost pricing and make adjustments if necessary.

One reason for Idaho Power's request to change the contract term instead of the pricing is that to figure out if buying PURPA power actually increases or decreases customer's energy bills is a complex and dynamic issue. Whether Idaho Power can produce energy for less than the PURPA contract prices depends on many factors including the time of day or month, the price of natural gas or wholesale energy, and whether the electric transmission system is full or not. Before changing the contract length, the PUC should consider all these factors to ensure the avoided cost model is accurate.

Whether PURPA generation, combined with Idaho Power's resources, will exceed customer energy demands changes by the minute, hour, day, and year depending on the level of customer demand, the output of PURPA generators, the output of Idaho Power's generators. If the combined PURPA and Idaho Power generation exceeds demands, then Idaho Power sells the excess into the wholesale energy market. Sometimes the wholesale energy market price is higher than the PURPA prices, and customers would receive the profit on that sale. If the wholesale price is below the PURPA contract price, then customers must make up for the losses. Before changing the contract length, the PUC should figure out how Idaho can benefit from selling clean energy to our neighbors.



City of Ketchum
Planning & Building

February 24, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation to Authorize Staff to Negotiate and Approve Ketchum Ore Wagon Museum Solar Photovoltaic (PV) System Contract

Introduction/History

As part of the FY 14-15 budget, the Council authorized \$25,000 for the purpose of implementing alternative energy projects. On October 20, 2014, the Ketchum Energy Advisory Committee (KEAC) requested City Council authorization to issue a request for solar panels on the Ore Wagon Museum. Shortly after Council gave authorization, a request was issued. Three proposals were submitted in response to the request. The systems ranged from a 10.8 kW to a 7.5 kW system. Two of the proposers suggested the city pursue a lease agreement instead of purchasing and owning the panels. A lease is an approach where a private party pays to install the equipment, operates the system and the city pays for the energy produced at a reduced rate. The KEAC decided to pursue the lease approach and ask for proposals. Two proposals were received and considered by the KEAC. Each proposal provided a larger system (21kW and 18.9kW) and saved the city the \$25,000 installation cost and future operational expenses. After careful review and consideration, the KEAC recommended the city pursue a contract with Sagebrush Solar.

Current Report

Staff has reviewed the proposals submitted for a lease installation on the roof of the city-owned Ore Wagon Museum, located at 500 East Fifth Street (Ketchum Townsite, Lot 1, Block 46) and recommends to the City Council approval of the proposal submitted by Sagebrush Solar. (See Attachment A.) The proposed system would be "net-metered" or "grid-tied" small scale solar system and would not be subject to Public Utilities Regulatory Policy Act (PURPA) issues.

The Sagebrush Solar proposal utilizes a lease agreement with a private investor-owned (City-Lease Model) to take advantage of two federal renewable energy incentives, the 30% Federal Investment Tax Credit (ITC) and the MACRS five-year accelerated depreciation. These are incentives that a private investor may take advantage of, but that the city, as a tax-exempt entity, may not. These incentives effectively reduce the cost of the system by about 60%.

Under the City-Lease Model, the private investor-owned LLC (OWM Solar, LLC) would own the system, leasing the Ore Wagon Museum roof from the city, and then selling the energy to the city for 10% less than the Idaho Power Company rate. OWM Solar, LLC would benefit from the federal incentives and from any power rate increases over the life of the system. During the twenty-five year term of the lease, maintenance of the system will be the responsibility of OWM Solar, LLC, and at the end of twenty-five years, ownership of the system will revert to the city.

Financial Requirement/Impact

Sagebrush Solar’s proposal compares the cost of a city-owned model versus the City-Lease Model. Assuming the same 3% per year power rate increase for both models, the \$63,000 City-owned model would result in a net loss to the City of almost \$13,000 at the end of the system’s twenty-five year life span. This is due to the city’s inability to take advantage of the federal incentives, operations, maintenance and repair of the system over its lifespan and the price of power.

With the City-Lease Model, the city would pay OWM Solar, LLC about \$52,000 over twenty-five years for power, \$11,000 less than the cost of the system and 10% less than what the city would have paid to Idaho Power if the city had not installed the system (about \$6,000). In essence, the city would pay less for power than it currently does, and receives ownership of the solar PV system at the end of the lease term. The owner-investor can pay of the system more quickly than the city could, due to the federal incentives, and he expects to make a 7% return on investment over the terms of the lease.

Recommendation

Staff respectfully recommends that the City Council authorize staff to negotiate and execute a contract for the Ketchum Ore Wagon Museum Solar Photovoltaic System to Sagebrush Solar per the terms outlined in the Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV Proposal, received February 10, 2015.

Sincerely,

Suzanne Frick
City Administrator

Rebecca Bundy
Senior Planner

ATTACHMENTS:

- A. Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV Proposal, presented January 30, 2015

**Attachment A:
Sagebrush Solar, Ketchum Ore Wagon Museum Solar PV Proposal,
presented January 30, 2015**



Ketchum OWM 21 kW Solar PV Proposal

Executive Summary

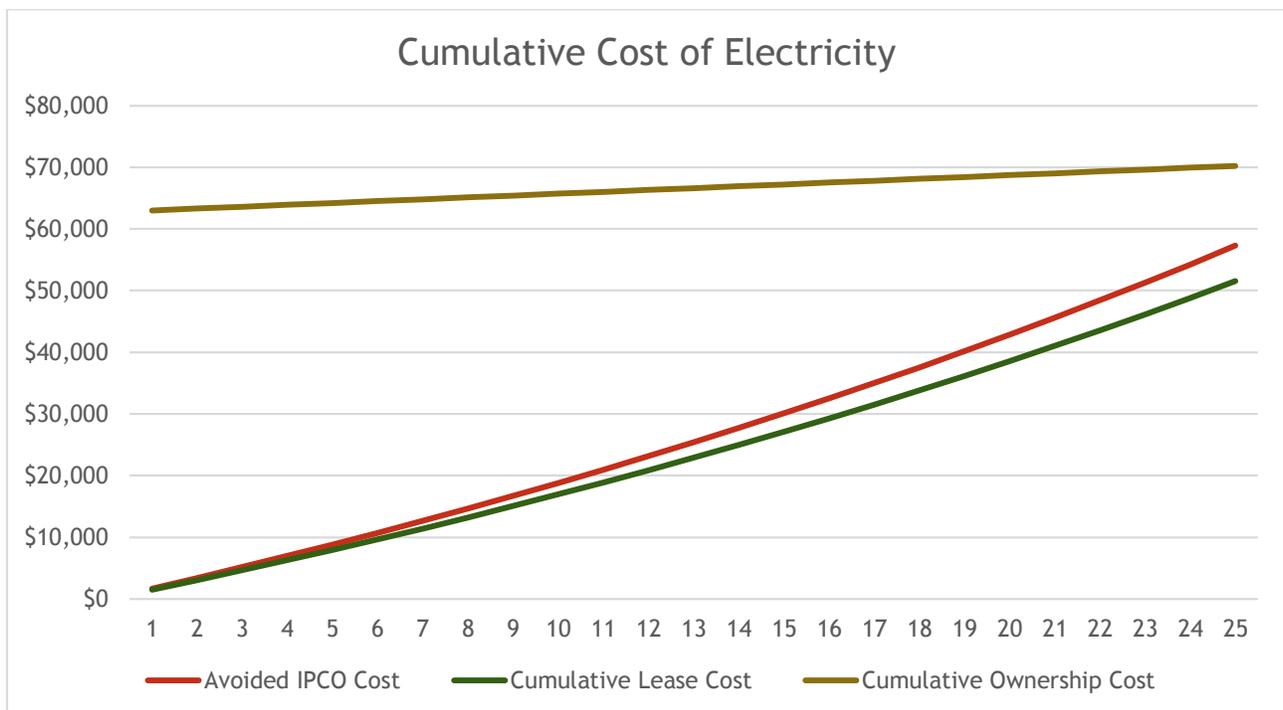
Because Ketchum is a tax-exempt entity, buying and owning a solar system prevents the use of both the 30% Federal Investment Tax Credit (ITC) and the MACRS 5-yr accelerated depreciation. For a 21 kW commercial solar installation (the largest system possible for the OWM roof), that's about \$39,000 in real savings that do not factor into the project economics.

Conversely, if we set up a privately funded LLC (OWM Solar, LLC) and the LLC installs and owns the system, the tax benefits pass down thru to the private investor(s)—and then then the tax-exempt entity benefits indirectly thru the terms of the Lease.

To realize the indirect benefit, the private investor and the tax-exempt entity agree to a monthly lease rate—generally it is a fixed cost per kWh—which is then multiplied times the kWh's generated by the system each month.

For example, let's use the following variables for the OWM 21 kW PV project:

- Project installation cost = \$63,000 (\$3/W)
- First-year IPCO energy rate = \$0.05/kWh
- Average annual IPCO rate increase = 3%
- Average annual O&M cost = \$300.





City-Owned Model (Option 1)

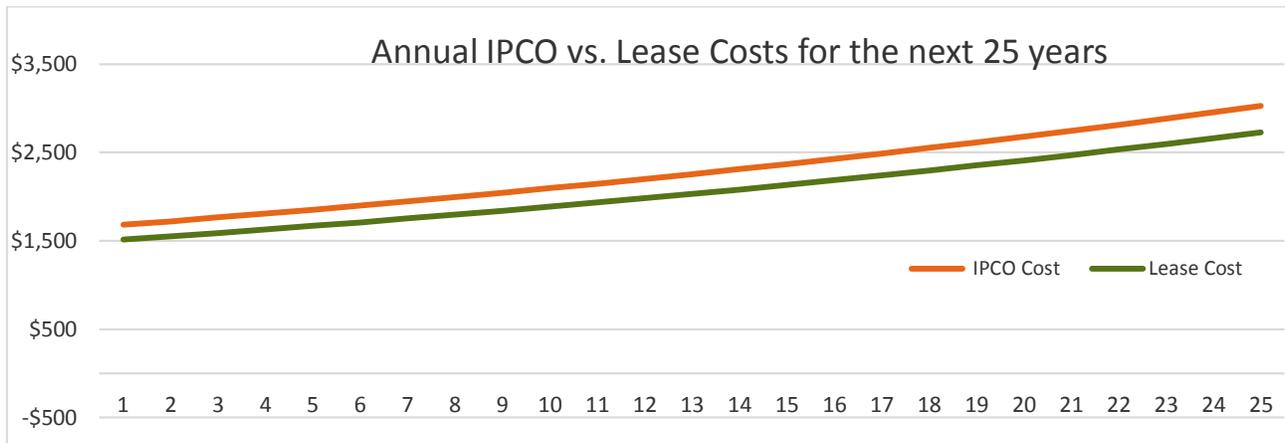
If the City owns the system, the City incurs a large up-front cost, it is responsible for all operations, maintenance, and repair costs, and the City ends up about \$13,000 in the hole after 25 years when you compare the Cumulative Ownership Cost to the Avoided IPCO Cost.

City-Lease Model (Option 2)

Conversely, if a private investor-owned LLC (OWM Solar, LLC) owns the system and then leases the system to the City, all the federal incentives can be used by the private investor—and the project becomes economically compelling for all involved.

Under the terms of the Lease we’re proposing, the City benefits indirectly from the Federal Incentives by getting clean energy for no up-front cost, by getting the energy generated by the system at 10% under the ID Power (IPCO) rate, and by having no operating and maintenance responsibilities.

In the end, instead of losing \$13,000 over the life of the system, the City saves about \$6,000— for a net \$19,000 benefit over the City-owned model. Or, from another perspective, the investor-owned LLC essentially splits the value of the project’s Federal Incentives with the City.



Project Financing

As defined in the Lease, OWM Solar, LLC (OWM Solar) will own the solar system on the OWM roof. As defined in the attached Letter of Intent, which is our “Evidence of Financing Viability”, Investor will invest \$63,000 in OWM Solar, which will in turn pay Sagebrush Solar to install the system.

Once the system is up and running, OWM Solar will receive monthly payment from the City for the energy it delivers—and all the Federal, State, and local tax benefits of the project. All OWM Solar income and benefits will in turn be passed thru to its Investor.

After annual O&M costs, it is anticipated that OWM Solar will payback the Investor’s investment in Year 14 of the Lease. Over the 25 year Lease term, the Investor will earn a 7% average annual return.



Company Description

Sagebrush Solar, Blaine County's leading solar design/build firm, has completed over 65 turn-key solar systems since 2007—that's about 70% of the systems installed in the Valley. Combined, all systems installed to date generate 2,300,000 kWh per year.

We've recently hired Peter Chaffey from Site Based Energy (SBE). Since Peter designed and installed all system for SBE and for Sun Valley Solar, Peter adds another 25 PV systems to our pool of experience.

We've also partnered with Dean Holter, General Counsel and CFO for Christensen Global Strategies, to handle our financial modeling, Lease, and other legal documentation.

System Specifications

While one aim of the Lease financing model is to fit as many panels on the OWM roof as possible, the recently adopted **2012 International Fire Code (IFC)**, which went into effect in Ketchum on January 1, 2015, limits the system size to 21 kW. Accordingly, we'll install the following:

- (72) LDK 290 Watt Photovoltaic Modules
- (3) Solectria PVI 7500 Inverters
- PW Power Rail P6 Mounting System
- SolrenView Web-Based Monitoring

According to the NREL's 2014 PVWatts calculator, the 21kW system will generate about 35,000 kWh/year. This production, which will be determined by the IPCO monthly production statement, will offset about 18% of the City Hall's average 198,000 kWh annual demand.



City-Owned Financial Model (Option 1)

As shown below, if the City owns the system, the City incurs a large up-front cost, it is responsible for all operations, maintenance, and repair costs, and the City ends up about \$13,000 in the hole after 25 years.

Year	System Output (kWh/y)	IPCO Rate	Annual Savings	Cumulative Savings	Annual Costs	Cumulative Costs	Annual Cash Flow	Cumulative Cash Flow
1	35,000	\$0.05	\$1,680	\$1,680	\$63,000	\$63,000	-\$61,320	-\$61,320
2	34,825	\$0.05	\$1,722	\$3,402	\$300	\$63,300	\$1,422	-\$59,898
3	34,651	\$0.05	\$1,765	\$5,166	\$300	\$63,600	\$1,465	-\$58,434
4	34,478	\$0.05	\$1,808	\$6,975	\$300	\$63,900	\$1,508	-\$56,925
5	34,305	\$0.05	\$1,853	\$8,828	\$300	\$64,200	\$1,553	-\$55,372
6	34,134	\$0.06	\$1,899	\$10,727	\$300	\$64,500	\$1,599	-\$53,773
7	33,963	\$0.06	\$1,947	\$12,674	\$300	\$64,800	\$1,647	-\$52,126
8	33,793	\$0.06	\$1,995	\$14,669	\$300	\$65,100	\$1,695	-\$50,431
9	33,624	\$0.06	\$2,045	\$16,713	\$300	\$65,400	\$1,745	-\$48,687
10	33,456	\$0.06	\$2,095	\$18,809	\$300	\$65,700	\$1,795	-\$46,891
11	33,289	\$0.06	\$2,147	\$20,956	\$300	\$66,000	\$1,847	-\$45,044
12	33,122	\$0.07	\$2,201	\$23,157	\$300	\$66,300	\$1,901	-\$43,143
13	32,957	\$0.07	\$2,255	\$25,412	\$300	\$66,600	\$1,955	-\$41,188
14	32,792	\$0.07	\$2,311	\$27,724	\$300	\$66,900	\$2,011	-\$39,176
15	32,628	\$0.07	\$2,369	\$30,093	\$300	\$67,200	\$2,069	-\$37,107
16	32,465	\$0.07	\$2,428	\$32,521	\$300	\$67,500	\$2,128	-\$34,979
17	32,303	\$0.08	\$2,488	\$35,009	\$300	\$67,800	\$2,188	-\$32,791
18	32,141	\$0.08	\$2,550	\$37,559	\$300	\$68,100	\$2,250	-\$30,541
19	31,980	\$0.08	\$2,613	\$40,172	\$300	\$68,400	\$2,313	-\$28,228
20	31,820	\$0.08	\$2,678	\$42,850	\$300	\$68,700	\$2,378	-\$25,850
21	31,661	\$0.09	\$2,745	\$45,595	\$300	\$69,000	\$2,445	-\$23,405
22	31,503	\$0.09	\$2,813	\$48,408	\$300	\$69,300	\$2,513	-\$20,892
23	31,346	\$0.09	\$2,883	\$51,291	\$300	\$69,600	\$2,583	-\$18,309
24	31,189	\$0.09	\$2,955	\$54,246	\$300	\$69,900	\$2,655	-\$15,654
25	31,033	\$0.10	\$3,028	\$57,274	\$300	\$70,200	\$2,728	-\$12,926



Investor-Owned, Lease Financial Model (Option 2)

OWM Solar, LLC will own the solar system on the OWM roof, and the City of Ketchum will make monthly energy payments to this entity for energy produced by the system—as defined by the IPCO monthly production statement and the terms of the Lease.

Year	System	Average			Average		
	Output (kWh/y)	Annual IPCO Rate	Annual IPCO Cost	Cumulative IPCO Cost	Annual Lease Rate	Annual Lease Cost	Cumulative Lease Cost
1	35,000	\$0.05	\$1,680	\$1,680	\$0.04	\$1,512	\$1,512
2	34,825	\$0.05	\$1,722	\$3,402	\$0.04	\$1,550	\$3,062
3	34,651	\$0.05	\$1,765	\$5,166	\$0.05	\$1,588	\$4,650
4	34,478	\$0.05	\$1,808	\$6,975	\$0.05	\$1,628	\$6,277
5	34,305	\$0.05	\$1,853	\$8,828	\$0.05	\$1,668	\$7,945
6	34,134	\$0.06	\$1,899	\$10,727	\$0.05	\$1,709	\$9,655
7	33,963	\$0.06	\$1,947	\$12,674	\$0.05	\$1,752	\$11,407
8	33,793	\$0.06	\$1,995	\$14,669	\$0.05	\$1,795	\$13,202
9	33,624	\$0.06	\$2,045	\$16,713	\$0.05	\$1,840	\$15,042
10	33,456	\$0.06	\$2,095	\$18,809	\$0.06	\$1,886	\$16,928
11	33,289	\$0.06	\$2,147	\$20,956	\$0.06	\$1,933	\$18,861
12	33,122	\$0.07	\$2,201	\$23,157	\$0.06	\$1,981	\$20,841
13	32,957	\$0.07	\$2,255	\$25,412	\$0.06	\$2,030	\$22,871
14	32,792	\$0.07	\$2,311	\$27,724	\$0.06	\$2,080	\$24,951
15	32,628	\$0.07	\$2,369	\$30,093	\$0.07	\$2,132	\$27,083
16	32,465	\$0.07	\$2,428	\$32,521	\$0.07	\$2,185	\$29,269
17	32,303	\$0.08	\$2,488	\$35,009	\$0.07	\$2,239	\$31,508
18	32,141	\$0.08	\$2,550	\$37,559	\$0.07	\$2,295	\$33,803
19	31,980	\$0.08	\$2,613	\$40,172	\$0.07	\$2,352	\$36,155
20	31,820	\$0.08	\$2,678	\$42,850	\$0.08	\$2,410	\$38,565
21	31,661	\$0.09	\$2,745	\$45,595	\$0.08	\$2,470	\$41,036
22	31,503	\$0.09	\$2,813	\$48,408	\$0.08	\$2,532	\$43,567
23	31,346	\$0.09	\$2,883	\$51,291	\$0.08	\$2,595	\$46,162
24	31,189	\$0.09	\$2,955	\$54,246	\$0.09	\$2,659	\$48,821
25	31,033	\$0.10	\$3,028	\$57,274	\$0.09	\$2,725	\$51,546

-\$5,727



Monthly Lease Rate

To insure that the City always pays 10% less than the current IPCO rate, the monthly Lease rate will be calculated as follows:

$$\text{Monthly Lease Rate} = \text{Average Monthly IPCO Rate} * 0.9$$

For example: for the 11/18/2014 City Hall bill:

- Non-Summer Energy Charge 2000 kWh = \$187.80
- Non-Summer Energy Charge 9800 kWh = \$429.27
- Total Monthly Energy Charge = \$187.80 + \$429.27 = \$617.07
- Total Monthly kWh Used = 11,800
- Average Monthly IPCO Rate = \$617.07/11,800 = \$0.052/kWh

Therefore, the Monthly Lease Rate for that month = \$0.052/kWh * 0.9 = \$0.047/kWh

Monthly Lease Payment

Per the terms of the Lease, the City of Ketchum only pays for energy produced by the system—as determined by the Idaho Power monthly production statement.

The Monthly Lease Payment (\$) = Monthly Lease Rate (\$/kWh) * Monthly Energy Production (kWh)

Total Lease Payments

As shown above, the City will pay, over the life of the system, about \$52,000 for the energy produced by the system—which is about \$11,000 less than the installed system cost (see Cost Detail below) and about \$6,000 less than the City would have paid ID Power for the same amount of energy.

The Total Lease Payments include projected annual Operating & Maintenance (O&M) costs—which includes maintenance, repairs, replacement, insurance, property tax, legal, accounting, and bookkeeping (see Cumulative Cash Statement below).

Other Lease Terms

All Lease terms can be negotiated—as long as the Project yields the same returns for the project investor, the installed cost doesn't change, and the terms take into account any potential tax liabilities to the Investor. For example, Instead of paying the defined Lease rate for 25 years, the City may also purchase the system at any time after year 6 at a mutually agreeable price that takes into account any potential tax liabilities to the Investor.

After the Lease expires, OWM Solar, LLC will sign the ownership of the system over to the City.



OWM Solar, LLC - Project Financing

As defined in the attached Letter of Intent between Dr. J. Tift Mann III and Sagebrush Solar (Evidence of Financing Viability), Sagebrush Solar proposes a 21 KW solar PV installation on the City of Ketchum's OWM.

- As defined in the following System Cost Details section, the cost of installation will be approximately \$63,000.
- The City is to pay no money up front and will not own the solar PV installation. Instead, all costs for the installation will be paid by Investor up to an amount of \$63,000 (the "Funds").
- Upon Sagebrush Solar's successful award of the Project, OWM Solar, LLC will be created, and Investor will transfer Funds into the OWM Solar, LLC bank account
- City of Ketchum will enter into a 25-year Lease with OWM Solar, LLC, whereby the City is required to buy 100% of the electrical output of OWM Solar, LLC system at the rate defined herein.
- OWM Solar, LLC will pay Sagebrush Solar for the installation of the 21 KW solar PV system in the amount of approximately \$63,000.
- OWM Solar, LLC will receive all of the Federal, State, and local tax benefits of the project, which will in turn be passed thru to its sole Investor.
- The City will own all Renewable Energy Credits (RECs)—which can be applied towards the City's renewable energy goals. Without these RECs, the City can say it is hosting a renewable energy project, but it cannot say that it is powered by renewable energy.
- It is anticipated that the Investor will breakeven in year 14 of the Lease through a combination of Federal tax incentives and yearly income received from the Lease—and will earn an average annual 7% return on his investment.



OWM Solar, LLC - System Cost Details

	MATERIALS	LABOR	SUBCON	TOTAL	RESPONSIBLE
Project Management	\$460	\$8,815	\$0	\$9,275	
IPCO Application	\$230				Cheslick
Project Design	\$0	\$2,125			Mann, et al
Budget & Schedule	\$0	\$850			Mann
Permitting	\$230	\$1,360			Mann
Structural Engineering		\$400			Maxxwell, PE
Legal & Finance		\$3,400			Holter
Accounting		\$680			Harris, CPA
Racking	\$5,322	\$3,400	\$0	\$8,722	
Layout		\$1,700			Chaffey
Installation	\$5,322	\$1,700			Chaffey
Panels	\$18,305	\$2,000		\$20,305	
Handling		\$680			Chaffey
Installation	\$18,305	\$2,720			Chaffey
Inverter, Combiners, etc.	\$11,540	\$340	\$0	\$11,880	
Installation	\$11,540	\$340			Cheslick
Balance of System	\$523	\$340	\$9,600	\$10,463	
Wiring			\$7,200		Cheslick
Grid Interconnect		\$85	\$1,200		Cheslick
Inverter monitoring	\$523	\$255	\$1,200		Cheslick
Commissioning		\$680	\$1,696	\$2,376	Formusa, PE
TOTAL	\$36,150	\$15,575	\$11,296	\$63,021	

Note: This estimate assumes IPCO will transfer OWM solar production credits from their OWM account to their City Hall account. If this is not the case, an additional \$3,000 will need to be added to the installed cost of the system to underground a wire between the inverters on the OWM and a production meter on City Hall.



Company Description

Sagebrush Solar, Blaine County's leading solar design/build firm, has completed over 65 turn-key solar systems since 2007—that's about 70% of the systems installed in the Valley. We've also installed the Valley's two largest solar systems.

- The 100kW Cold Springs Crossings Affordable Housing Complex solar thermal system—which offsets 60% of the complex's natural gas demand for hot water & radiant heat and is on track to pay for itself in less than 8 years.
- The 67kW Blaine County Public Safety Facility solar thermal system—which offsets 80% of the Facility's hot water demand and saves Blaine County tax payers about \$4,000 annually.

Combined, all systems installed to date generate 2,300,000 kWh per year—and offset about 1,600 metric tons of CO2 per year.

Key Personnel & Partners

Partnered with our Valley's most experienced and qualified subcontractors and engineers, we're a team of local business owners, and we provide hands-on attention from every principle involved. We understand that the futures of our respective businesses are tied directly to the project's positive outcome. Our team and our labor pool is completely WRV based.

- Billy Mann, President/Founder, Sagebrush Solar, LLC, Project Manager, NABCEP Certified Solar Thermal Designer/Installer, GC License #RCT-18585, Public Works License #007501-C-3.
- Dean Holter, General Counsel and CFO for Christensen Global Strategies, Project Financial Model Development, Legal Document Development—including LLC Operating & Shareholder Agreements, OWM Roof Lease Agreement, and OWM Solar Power Purchase Agreement. With CGS, Dean has headed the successful close of \$3M in solar development projects in CA & OR.
- Peter Chaffey, Project Lead/Sagebrush Solar, LLC, NAPCEP Certified PV Design/Installer. Formerly with Sun Valley Solar and Site Based Energy, Peter has been designing and installing PV and solar thermal systems in the Valley for 12 years—and has over 25 systems installed.
- Eric Cheslik, Owner/E.C. Electric Inc., Master Electrician, Solar Controls Installer, On-site supervision, and Quality Control; Public Works license #00897-D-4, Idaho Electrical #ELE-C-38294. To date, he has installed 6 PV systems and has wired every solar thermal we've installed.
- Craig Maxwell P.E., Owner/Maxwell Design Studio, Structural Engineer, On-site supervision, and Quality Control; Idaho P.E. Structural License #14254. Craig insures that our racking systems and roof attachments meet local snow, wind and seismic loading requirements.
- Brian Formusa P.E., Solar Design Engineer, On-site supervision, Quality Control and Commissioning; Idaho P.E. Mechanical License #8087. Solar and energy conservation has been his career for the past 30 years.



System Specifications

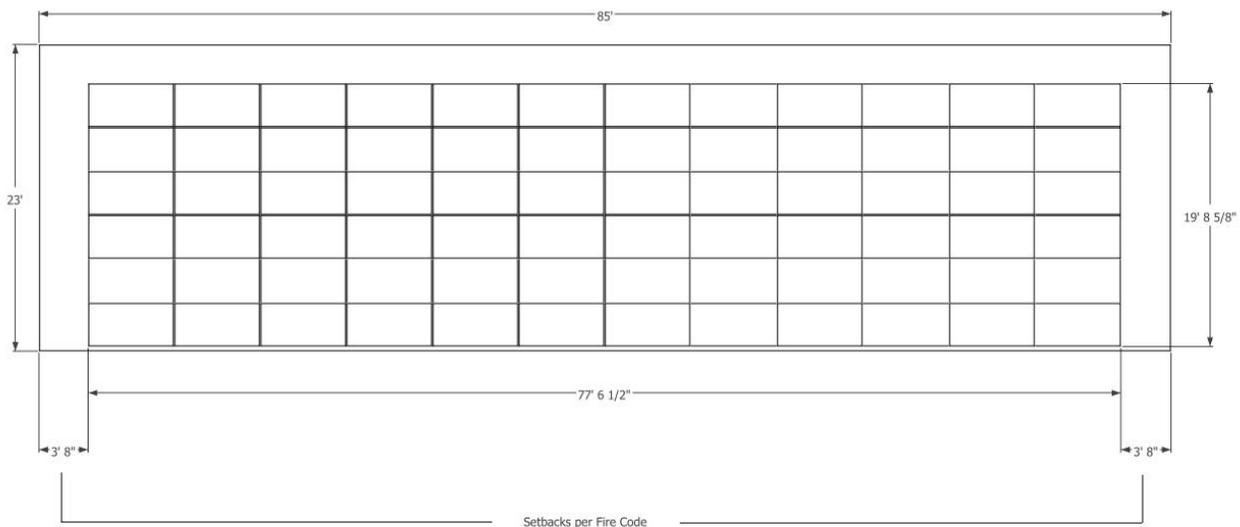
With the Lease financing model, we've aimed to fit as many panels as possible on the OWM south-facing roof surface. However, according to the **2012 International Fire Code (IFC)**, which went into effect in Ketchum on January 1, 2015, the following array layout setbacks are now required to accommodate emergency response and fire suppression activities (as confirmed by Mike Elle):

- panels shall be located in a manner that provides two, 3-foot-wide access pathways from the eave to the ridge (IFC 605.11.3.2.2)—one on either side of the array
- panels shall be located no higher than 3' below the ridge (605.11.3.2.2)

Therefore, given existing roof dimensions and the newly enacted 2012 IFC codes, system specifications are defined as follows:

(72) LDK 290 Watt Photovoltaic Modules. With module efficiency as high as 16.5% and a 25-year linear power output warranty, these panels will deliver maximum power per square foot—for the life of the system (see attached spec sheet).

Wagon Museum Roof Layout



All LDK solar modules are guaranteed to perform 25 years from the date of purchase. Performance standards insure linear production levels starting at 97.5 at the end of the first year and a maximum decrease of .05% each year thereafter. 10-year workmanship warranty



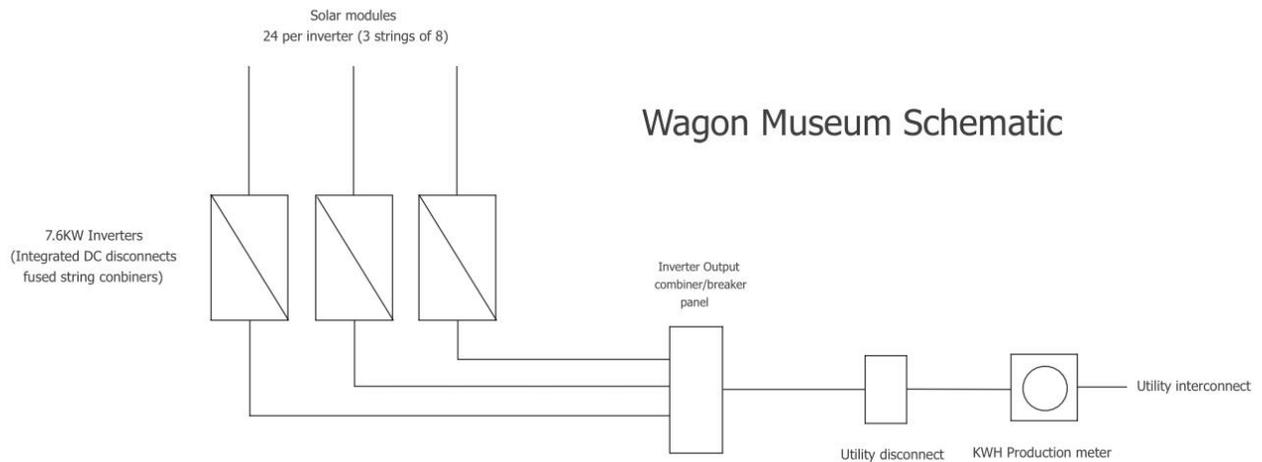
DPW Power Rail P6 Mounting System. Engineered to provide maximum strength for parallel-to-roof mounting applications, this top-clamping mounting system features (see attached spec sheet)

- high strength rigid rails with integral wiring channels for securing cables and providing a professional finish and
- mounting supports designed for secure and water tight attachments to any roof style.

DPW mounting supports (l-feet) will be bolted thru the roof into 4 x 8 roof purlins. These attachments will meet snow, wind and seismic loading specifications provided by Maxwell Structural Design Studio. To prevent water infiltration, high-performance permanently-elastic butyl tape will be placed between L-feet and the roof surface.

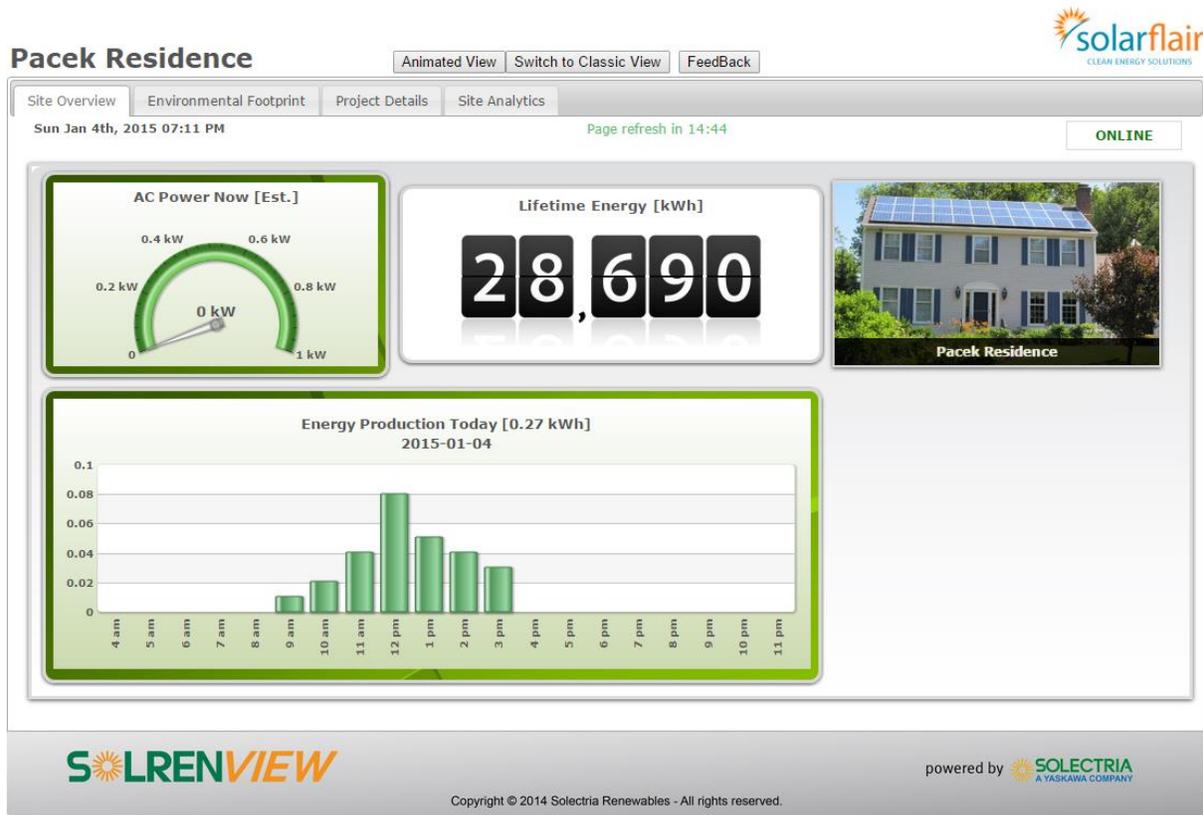
(3) Solectria PVI 7500 Inverters. With the highest peak and CEC efficiencies in the industry (97%), these inverters come with (see attached spec sheet):

- an integrated DC disconnect,
- DC arc-fault detection,
- an innovative passive cooling design (so no fan failure over the lifetime),
- a user-interactive LCD and keypad, and
- a 20 year extended warranty





SolrenView Web-Based Monitoring. This Solectria inverter monitoring package allows customers to see detailed inverter data (DC and AC) using a web browser, including daily, weekly, and monthly graphs up to 5 years in the past for single events and long-term performance trends. The package also includes e-mail and cell phone alerts with detailed descriptions of systems issues and recommended course of action.



For additional views of an actual live system (Environmental Footprint, Project Details, Site Analytics, and their Classic View), visit: <http://www.solrenview.com/SolrenView/mainFr.php?siteId=784>



NREL PVWatts System Performance Results



Caution: Photovoltaic system performance predictions calculated by PVWatts include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts inputs. For example, PV modules with better performance are not differentiated within PVWatts from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <http://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

Disclaimer: The PVWatts Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that accepts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

RESULTS

35,032 kWh per Year *

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Energy Value (\$)
January	2.21	1,359	93
February	3.36	1,834	126
March	4.53	2,686	184
April	5.47	3,125	214
May	5.96	3,491	239
June	6.37	3,572	245
July	7.05	3,948	271
August	7.22	4,030	276
September	6.46	3,534	242
October	5.95	3,450	237
November	3.93	2,285	157
December	2.80	1,718	118
Annual	5.11	35,032	\$ 2,402

Note: For details on system losses (AC to DC Derate Factor), see our original proposal.

Percent Energy Reduction at City Hall

Based on IP Power bills for 480 N EAST AVE, SHOP KETCHUM, ID provided with RFP (November 2011 - November 2014), the proposed 21 kW PV system will reduce the City Hall's power bill by 18%:

Average Annual Demand 197,980 kWh/year
 First Year Production 35,000 kWh/year

Annual Demand Offset 18%

Note: Per the terms of the Power Purchase Agreement, the City of Ketchum only pays for energy produced by the system—as determined by the Idaho Power monthly production statement.



Scope of Work - Project Tasks & Schedule

The Scope of Work shall include all tasks required to design, deliver, install, operate, and maintain a fully operational solar PV system for the City. The scope shall include, but will not be limited to, all tasks required for securing permits and approvals from governing agencies and IPCO--and the following general tasks:

Preconstruction	2-3 weeks
<ul style="list-style-type: none"> ▪ Equipment Ordering and purchase ▪ Structural Engineering ▪ ID Power Net Metering Application ▪ Permitting ▪ Complete Project Design ▪ Complete Project Planning & Scheduling 	14 - 21 d 1 d 14 d 7 d 1 d 1 d
Construction	2-3 weeks
<ul style="list-style-type: none"> ▪ Layout & install Panel Racking ▪ Install Panels ▪ Install Inverters ▪ Complete DC wiring between panel array & inverter ▪ Complete AC wiring between inverter & production meter ▪ Complete Grid Interconnection ▪ Install system monitoring 	5 d 5 d 1 d 2 d 2 d 1 d 1 d
Project Completion	< 1 week
<ul style="list-style-type: none"> ▪ Troubleshoot web-based monitoring ▪ Commission system ▪ Design & install educational signage 	1 d 1 d 5 d

Once Contract has been awarded and project funds have been transferred into the OWM Solar bank account, we'll place the equipment order. Depending on panel and inverter availability, equipment will be delivered within 2-4 weeks. In the meantime, we'll complete all other Preconstruction Phase tasks.

Once Equipment arrives, all schedules of those responsible for various task come together, and we get a break in the weather, the Construction Phase of the Project will begin. Including commissioning, trouble shooting, and educational signage, the Project will then be completed in 3-4 weeks.

When all is said and done (including all preconstruction tasks and multiple guys completing a single task), we've estimated the project will about 380 person-hours to complete.



Educational Signage & Graphical Display

While the web-based Solren View inverter monitoring package will show real-time production and cumulative production by day, month and year, Solren View does not

- compare actual production to PVWatt’s monthly and annual production estimates
- provide any actual economic performance information
- compare actual to forecasted economic performance

For this reason, we propose the following educational signage—that we update manually:

1. System Overview

System Specifications

System Nameplate Capacity (kW)	21.0
Number Panels	72
Panel Nameplate Capacity (W)	290
Annual Energy Generation (kWh/y)	35,000
Annual Energy Demand (kWh/y)	198,000
Annual Demand Offset	18%

System Cost

\$63,106

Cost Per Capacity (\$/W)	\$3.0
--------------------------	-------

Environmental Performance

Annual Carbon Dioxide Offset (Tons)	29.8
-------------------------------------	------



2. Estimated versus Actual System Performance (kWh/month and kWh/year)

Month	Estimate	2015	2016	2017	2018	2019	2020
January	1,359						
February	1,834						
March	2,686						
April	3,125						
May	3,491						
June	3,572						
July	3,948						
August	4,030						
September	3,534						
October	3,450						
November	2,285						
December	1,718						
Annual	35,032						
Levelized	35,032						

Estimated production comes from the NREL PVWatts calculator. Actual monthly and annual production comes from actual production credits shown on the City Hall energy bill (which ID Power reads directly from the System’s production meter).

Since the estimated production is generated from 25-year monthly and annual solar radiation averages, there will be significant variation (+/- 15%) in actual production from one year to the next—that is dependent on the available solar radiation that year. These variations can lead to misleading interpretations of actual system performance. For example, if the system is underperforming and we have an above average solar radiation month or year, we end up with a false positive. Conversely, if the system is performing as it should and we have a below average solar radiation month or year, we end up with a false negative.

To account for annual weather variations from the average year, “Levelized Annual Production” equals the Annual Production Total divided by the percent above or below the average available solar radiation. For example, if we have a year (like last), where annual available solar radiation is 15% above the 25-year average (and production is misleadingly high), Levelized Production = Actual Production/1.15



Similar Projects & References

Project Name	Project Address	System Size	System Modules	Contact Name	Contact Phone
PV Projects					
CK's Restaurant	320 S. Main, Hailey	3.8 kW	(20) 190W Evergreen	Chris Kastner	720-6489
Harned/Ritzau Residence	361 River Trail, Hailey	6.1 kW	(32) 190W Evergreen	Tom Harned	726-2848
Peterson Residence	731 North Star, Hailey	4.1 kW	(21) 195W Kyocera	Sue Peterson	788-9647
Stone Cabin (Off Grid)	S Fork, Boise River	1.5 kW	(6) 250W REC	Dave Stone	720-0173
Tidwell Residence	300 Let Er Buck, Hailey	3.8 kW	(24) 160W Isophoton	Kiki Tidwell	578-7769
Fryberger Residence	Wood River Dr, Ketchum	1 kW	(4) 250W REC	Jermy Fryberger	726-2405
Solar Thermal Projects					
Blaine County Jail	Airport Way, Hailey	60 kW	(16) SPP-30A	Sheriff Dept	788-5564
Cold Springs Crossings	Highway 75, Ketchum	90 kW	(24) SPP-30A	Rich Wendling	415-309-8678
Bates Residence	671 1st Ave, Ketchum	22.5 kW	(6) SPP-30A	Dale Bates	720-3609
Nasvik Residence	201 Willow, Hailey	11.3 kW	(3) SPP-30A	John Nasvik	720-1367
Carlin Residence	401 Mesquite, Ketchum	11.3 kW	(3) SPP-30A	Scott Carlin	917-207-7431
Cayton Residence	121 Price, Bellevue	15 kW	(4) SPP-30A	Wendell Cayton	509-670-1503
Green Residence	105 Greenhouse, Hailey	11.3 kW	(3) SPP-30A	Hank Green	622-5530
Guylay Residence	150 Graduate, Ketchum	8 kW	(2) SPP-30A	Jeff Guylay	847-452-8315
Henning Residence	301 Croy Creek, Hailey	11.3 kW	(3) SPP-30A	Wendy Henning	562-843-6038
Whitehead Residence	33 Pioneer View, Hailey	22.5 kW	(6) SPP-30A	Gunnar Whitehead	309-5100
McClurg Residence		8 kW	(2) SPP-30A	Gavin McClurg	309-0973
Moss Residence		15 kW	(4) SPP-30A	Jody Moss	721-8510
Nelson Residence		11.3 kW	(3) SPP-30A	Kurt Nelson	720-7804
Sage School		15 kW	(4) SPP-30A	Harry Weeks	721-0678
Wesley Residence		22.5 kW	(6) SPP-30A	Scott Wesley	578-9408



Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Community Ins Co PO Box 4848 Pocatello, ID 83205-4848	CONTACT NAME: SHANK PERRY E	
	PHONE (A/C, No, Ext): 208-324-4378	FAX (A/C, No): 208-232-3608
E-MAIL ADDRESS: commcerts@idfbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Western Community Ins Co	39519	
INSURED SAGEBRUSH SOLAR LLC DBA MANN MADE CONSTRUCTION PO BOX 2639 KETCHUM ID 83340		
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:** AF0418

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		8E996401	8/12/14	8/12/15	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 500,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COM/IO/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A			WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Refer to IDCG 236 (03/07) Exclusion of Coverage for Structures Built Outside of Designated Areas Endorsement - Copy attached.

CERTIFICATE HOLDER **CANCELLATION**

 STATE OF IDAHO BOL 700 W STATE ST PO BOX 83720 BOISE ID 83720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Workman's Comp Insurance

1000827100001091013800000000

LW413



Idaho State Insurance Fund

1215 W. State Street
 PO Box 83720
 Boise, Idaho 83720-0044
 (208) 332-2100 - (800) 334-2370

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
641912	08/02/2014	08/02/2015

Information Page		Renewal/Rewrite of Policy Number	
1. Named Insured and Address		Agency Information	
Sagebrush Solar LLC PO Box 2639 Ketchum, ID 83340		59 Farm Insurance Brokerage Co Inc PO Box 4848 Pocatello, ID 83205-4848 (208) 232-7914	
Carrier No.	FEIN	Risk ID	Entity Type
19992	80-0335138		Limited Liability Company - LLC

Additional Workplaces not shown above:
 Refer to Schedule of Locations Endorsement WC 99 06 02 (01-06)

2. The Policy Period is from 08/02/2014 to 08/02/2015 12:01 A.M. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: IDAHO

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under part Two are:

Bodily Injury by Accident	\$100,000.00	each accident
Bodily Injury by Disease	\$500,000.00	policy limit
Bodily Injury by Disease	\$100,000.00	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules: SEE ATTACHED SCHEDULE OF ENDORSEMENTS

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE ATTACHED CLASSIFICATIONS OF OPERATIONS

Minimum Premium	\$300.00	Total Estimated Annual Premium	\$986.00
		Deposit Premium/Initial Installment	\$493.00

Installation Plan: Quarterly

Premium Adjustment Period: Annual Semi Annual Quarterly Monthly

Issue Date: 06/23/2014

Underwriter: Kristine McDonell

Authorized Representative

WC 00 00 01 A (05-88)

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06/26/2014 11:19 AM E303F_25803



Statement of Compliance

I the undersigned hereby attest to that the above responses are accurate to best of my knowledge and that these responses in whole exceed the project RFQ's stated 'Minimum Qualifications' and 'Scope of Work' to the best of my knowledge.

Signed,

A handwritten signature in blue ink, appearing to read 'WJ Mann', with a long horizontal stroke extending to the right.

William J Mann,
President/Founder
Sagebrush Solar, LLC



City of Ketchum
Public Works

February 19, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Cooperative Road Maintenance Memorandum of Understanding
Blaine County and the City of Ketchum**

Introduction/History

For at least the past 30 years, and perhaps longer as the Cities hand written journals only go back that far, Blaine County has assisted the City of Ketchum with its Chip Sealing projects. In return the City of Ketchum has offered similar miscellaneous help to Blaine County when they needed it.

Both Parties have developed a mutually beneficial cooperative road maintenance plan between the period of July 1, 2015 and August 28, 2015. The City lacks the Street Department staff and equipment to chip seal City roads. The County lacks the Road and Bridge staff and equipment to remove excessive chips and sand from the County roads.

Current Report

This Memorandum of Understanding (MOU) between the two jurisdictions is an effort to legitimize the practices/operations and ongoing agreements. The MOU notes the mutual beneficial cooperative road maintenance plan that the city and county have developed. Its purpose is to provide guidelines for a collaborative work schedule between the county and the city that is equitable to both parties.

Financial Requirement/Impact

The going rate for a chip seal project is \$.47/sf, when partnering with Blaine County and utilizing their equipment and manpower, the project can be performed in house for \$.07/sf. Last year the City of Ketchum saved about \$200,000 by keeping the project in house. This year we are expecting about the same savings. The Cities commitment to Blaine County for sweeping County roads is negligible compared to the benefit.

Recommendation

Staff respectfully recommends the City Council approve and sign the Memorandum of Understanding between the City of Ketchum and Blaine County.

Recommended Motion

I move to approve the Memorandum of Understanding between the City of Ketchum and Blaine County concerning mutual road maintenance assistance.

Sincerely,

Brian Christiansen
Street Superintendent

Attachment 1 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Between
BLAINE COUNTY, IDAHO
And
THE CITY OF KETCHUM
Cooperative Road Maintenance

This Memorandum of Understanding (“MOU”) for mutual road maintenance assistance is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as the “County”; and the City of Ketchum, hereinafter referred to as the “City”. The City and County may hereinafter be collectively referred to as “Parties”.

1. PURPOSE: The Parties have developed a mutually beneficial cooperative road maintenance plan between the period of July 1, 2015 and August 28, 2015. The City lacks the Street Department staff and equipment to chip seal City roads. The County lacks the Road and Bridge staff and equipment to remove excessive chips from the County roads. The purpose of this MOU is to provide guidelines for a collaborative work schedule between the County and the City that is equitable to all parties.

2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

County Responsibilities

- Provide at no cost one (1) chip spreader machine with one Foreman and one Leadman for a period of 4 days equaling ten (10) hours in duration totaling 80 hours of labor.
- Provide at no cost three (3) dump trucks and three (3) operators for a period of 4 days equaling (10) hours in duration totaling 120 hours of labor.
- Provide at no cost one (1) roller with one (1) operator for a period of for 4 days equaling ten (10) hours in duration totaling 40 hours of labor.
- Provide at no cost (1) transport truck and trailer with one (1) operator for a period of one (1) day equaling 10 hours in duration totaling 10 hours of labor.
- Equipment and labor assistance will be provided to the City for use on City road chip sealing projects from July 13, 2015 through July 16, 2015. Please see attachment “A” for the project locations.

City Responsibilities

- Provide at no cost two (2) street sweepers with two (2) operators for a period of five (5) days equaling ten (10) hours in duration totaling 100 hours of labor.
- Provide at no cost two (2) dump trucks with two (2) operators for a period of five (5) days equaling ten (10) hours in duration totaling 100 hours of labor.
- Provide at no cost one (1) water truck with one (1) operator for a period of five (5) days equaling ten (10) hours in duration totaling 50 hours of labor.
- Provide at no cost one (1) parking space, with plug-in, located in the Street Department yard during winter months for Blaine County Road & Bridge loader and grader.

- Equipment and labor assistance will be provided to the County for five (5) days between August 4, 2015 through August 13, 2015 for use on County post chip sweeping projects. Please see attachment "A" for the project locations.

3. MUTUAL HOLD HARMLESS

The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees. The County hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

4. TERMS AND TERMINATION

This MOU is subject to termination with or without cause by either party with a 30 day written notification prior to the commencement of work by either Party. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being implemented.

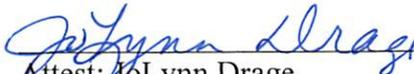
5. APPROVALS:

THE PARTIES HERETO have executed this instrument.


 Jacob Greenberg
 Chairman, Blaine County Commissioners



2-10-15
 Date


 Attest: Lynn Drage
 Blaine County Clerk

2-10-15
 Date

 Nina Jonas
 City of Ketchum

 Date

 Attest: Sandy Cady
 City of Ketchum Clerk

 Date

ATTACHMENT "A"

**Cooperative Road Maintenance
Tentative Work Schedule**

All schedules dependent upon weather conditions that permit chip sealing and road maintenance operations.

Blaine County Road Department Schedule

Chip Seal

Four (4) days between August 4-13:

East Fork Road
Buttercup Road

City of Ketchum Street Department Schedule July 13-16 *(subject to change)*

Chip Seal

(West side of Core)

Monday	July 13:	Washington – Rivers to 9 th Street Rivers – Main to Wood River Drive First Street – Main to 3 rd Avenue
Tuesday	July 14:	Sun Valley Road – Main to 3 rd Avenue Sixth Street – Main to 4 th Avenue Second Street – Main to 3 rd Avenue
Wednesday	July 15:	Fourth Street – Main to 2 nd Avenue Fifth Street – Main to 2 nd Avenue Seventh Street – Warm Springs Road to 4 th Avenue Eighth Street – Warm Springs Road to 4 th Avenue
Thursday	July 16:	Warm Springs Road-6 th to River Run Tenth Street Sabala Buss Elle



City of Ketchum

February 24, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Consideration of Contract for Services
For special Events Coordination, Wagon Days**

Introduction/History

Wagon Days is a city-sponsored special event. This event requires extensive, detailed communication with parade entrants, sponsors, the Wagon Days Committee and many other stakeholders. The city has historically contracted with Sun Valley Events, Inc. to coordinate all activities for Wagon Days.

Current Report

The annual contract with Sun Valley Events, Inc. is up for renewal. Attached is the proposed contract. Sun Valley Events, Inc. is responsible for the entire management of the Wagon Days event. The contract period is for February 15, 2015 to September 15, 2015. It provides for Sun Valley Events, Inc. to be paid \$25,000 for their services.

Financial Requirement/Impact

The Wagon Days fund contains \$72,600 in the Professional Services line item for the FY 2014-15 budget. Of this amount, \$25,000 is budgeted for Sun Valley Events.

Recommendation

I respectfully recommend the City Council approve the contract for services with Sun Valley Events, Inc. in the amount of \$25,000.

Recommended Motion

I move to approve the contract for services with Sun Valley Events, Inc. in the amount of \$25,000.

Sincerely,

Assistant to the City Administrator &
Communications Coordinator

Attachments: Contract for Services

SUN VALLEY EVENTS, INC. AGREEMENT

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of _____ by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event (“Wagon Days”).
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from February 15, 2015 to September 15, 2015 (“Contract Period”).
- C. City of Ketchum desires to retain the services Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **General Duties.** Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
- 2. **Description of Services.** Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the “Services”).
- 3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional service fee - \$25,000 will be paid monthly in the amount of \$3,125.00 on the fifteenth day of each month beginning February 15, 2015. Payment shall be made based on Ketchum review and approval of work completed that month.

- 4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on September 15, 2015 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not

encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which the Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

(b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) **Public Records.** Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Sun Valley Events, Inc. further acknowledges that, subject to certain limitations, the public may examine and

take a copy of all such public writings and records. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.

(e) Sun Valley Events maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audiovisual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Meditation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.

12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorneys fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral on such topic.

14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties

affected by such purported modification.

15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** City of Ketchum shall indemnify and hold harmless Sun Valley Events and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of the City of Ketchum or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by Sun Valley Events, directly or indirectly, in conjunction with this Agreement. Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF KETCHUM

SUN VALLEY EVENTS, INC.



Nina Jonas, Mayor

Heather LaMonica Deckard, President

ATTEST:

Sandra E. Cady, CMC
City Treasurer/Clerk



ADDENDUM 1

WAGON DAYS RESPONSIBILITY OUTLINE

SUN VALLEY EVENTS, INC.

General Event Management

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities
- Develop, organize, and direct steering committee
- Organize event staffing
- Organize event recap meeting

Administration

- Steering Committee: recruit members, organize meetings & develop agendas, send out meeting notices and minutes
- Create action plan and outline responsibilities
- Develop & coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

Financials

- Prepare proposed budget
- Approve payables/receivables
- Reconciliation

Database

- Input new and maintain database of parade participants, committee, sponsors, etc.

Database Sponsorship Program

- Define sponsorship levels and target potential sponsors
- Solicit and procure national, regional, local and in-kind sponsors
- Sponsor management

Parade Management

- Solicit & procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade

- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

Marketing and Promotion

- Develop marketing/pr campaign with SVMA
- Conduct interviews with media
- Coordinate with WD participants and set up interviews with media
- Work with steering committee to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution
- Oversee the development of a new web site linked to SVMA and Ketchum web sites

Brochure/Events Schedule Development

- Monitor, collect and input all program content: descriptions, editing, and advertising copy/art work
- Work with copy writer for presentation copy
- Organize schedule of events (times & locations)
- Develop and oversee brochure layout, artwork, printing and proofing

Program/Brochure Development

- Provide review/edit as needed

Souvenirs

- Develop and oversee printing and production of poster, t-shirts and buttons
- Organize sales and distribution of souvenir items
- Organize vendors for parade

On-Site production

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike



City of Ketchum
City Hall

March 2, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

Recommendation To Discuss City Support of the Proposed County Bridge and Road Levy and Identify Priority Projects for City of Ketchum

Introduction/History

The Blaine County Board of Commissioners is moving forward with placing a Road and Bridge Levy before the voters in May. It is proposed to be a two year temporary levy that will provide funding to both the County and cities within Blaine County. The estimated amount of the levy is \$3 million which equates to approximately \$35.00 per \$100,000 of property valuation. The city of Ketchum has been asked to take a position on the proposed levy. In addition, the County requested cities to identify priority projects that would be funded if the levy was passed.

The City Council discussed preparing a letter of support at the February 17th City Council meeting. At that meeting council members requested a copy of the priority projects being considered by the county should the levy be approved by the voters. In addition, council members requested that the county portion of Warm Springs Road be included as a priority project, and that there be a discussion with the county about other funding options. Staff has reached out to the county for this information, it is anticipated a county representative will be present at the meeting to discuss the issues.

Council also provided comments on the proposed project priority list for the city of Ketchum, a revised list is attached to this report.

Current Report

As illustrated in Attachment A, based on current property values, Ketchum is estimated to receive \$443,422 per year, for a total of \$886,844 if the levy passes. Currently, the FY 14-15 budget provides \$238,000 for transportation infrastructure repairs. The funding supports efforts such as chip sealing, curb and gutter work, sidewalk and paver repair and street construction (Attachment B). In addition, the city was awarded a community choices grant in the amount of \$174,479. This is a two year grant for the purpose of sidewalk design and installation within the community core. The work will take place in FY 2016 and FY 2017. In 2016 the design work will commence and construction will occur in 2017.

City staff has identified several priority projects that could be funded if the levy passes. Those projects are identified in Attachment C. Staff is asking for Council approval of the proposed priority projects.

The proposed levy is only one of many infrastructure funding strategies the city should consider. The levy is only a temporary solution to a much larger problem. Efforts should also focus on increasing state funding

through implementation of increased gas tax and licensing fees. However, given the critical infrastructure needs facing the County and cities, the levy is a short term solution while longer term funding solutions are implemented.

Financial Requirement/Impact

In the event the levy is approved by the voters, the City of Ketchum stands to receive approximately \$443,422 each year for two years. This is a significant increase to the \$238,000 the city currently spends on transportation infrastructure repairs and enhancements.

Recommendation

Staff recommends the Council support the proposed levy and approve the proposed project priorities.

Recommended Motion

I move to communicate to the County Commissioners that the city of Ketchum supports the proposed two year Bridge and Road Levy, provided the county portion of Warm Springs Road is identified as a priority project, that other funding initiatives are pursued with the State, and approve the proposed projects for funding if the levy is approved.

Sincerely,



Suzanne Frick
City Administrator



Robyn Mattison
Public Works Director

Attachment A
Attachment B
Attachment C

Levy Estimates and Proposed Blaine County Projects
FY 14-15 Street Department Infrastructure Budget
Proposed Priority Projects

May 2015 Road/Bridge/Street 2 Year Levy

Levy With Cities

Highway Levy 801	ICS 40-Exemption	Property Value with Resident Exemption	Levy Proceeds by Jurisdiction Per Year
2014 Valuation	\$8,567,706,762	\$8,567,706,762	\$35.00 Per \$100,000
County	\$2,938,297,186	\$2,938,297,186	\$2,013,551
Ketchum	\$2,533,837,485	\$2,533,837,485	\$443,422
Sun Valley	\$2,146,548,532	\$2,146,548,532	\$375,646
Hailey	\$766,766,366	\$766,766,366	\$134,184
Bellevue	\$161,986,014	\$161,986,014	\$28,348
Carey	\$20,271,179	\$20,271,179	\$3,547
Total Levy			\$2,998,697

Total Levy w/City \$3M

County Levy Share \$2M

Approximate Fuel Tax \$1.5M

BC R&B Annual Budget	Approximate BC R&B Funding with levy & Fuel
Equipment	\$600,000
Facilities	\$150,000
Bridges (54)	\$115,000
Snow Plow	\$450,000
Asphalt (125 mi)	\$1,065,000
Gravel (325 mi)	\$940,000
Fed Match	\$150,000
Flood PDM	\$30,000
Total R&B Budget	\$3,500,000

Blaine County Annual Work Plan With Levy Funding

Chip Seal	20 Miles
Crack Seal	20 Miles
Potholes	100 Miles
Sweeping	65 Miles
Striping	12 Miles
Sign Retrofit	All
Maintenance	3-5 Miles
Gravel Rebuild	10 Miles
Dust guard	100 Miles
Gravel Rd Mix	5 Miles
RSL 2017 (After Treatment)	6.8

ATTACHMENT B

Street Department FY14-15



Date: 5/12/2014

Maintenance & Improvements breakdown	\$ 238,000
Chip Seal	\$ 87,000
Overlay	\$ 15,000
Crack seal and seal coat	\$ 14,000
Sand and patching	\$ 10,000
Paint striping	\$ 45,000
Curb and gutter	\$ 25,000
Sidewalk (paver section repair)	\$ 30,000
Street construction	\$ 7,000
(general repair and maintenance, dump fees)	
Misc	\$ 5,000
6950 Total	\$ 238,000
7190 Capital Street improvements	\$ 25,000
Funds may be used for engineering, sidewalk maintenance program, sidewalk evaluation and or sidewalk repair.	

Project Priorities for Levy Funding

Annual levy funding estimate from County= \$ 443,422
 Total levy funding= \$ 886,844

Priority	Project	Cost Opinion	Benefit/Notes	Combined Cost
1	Sidewalk and Lighting Improvements: Downtown Core and West Ketchum business district	\$ 700,000	Improvements would focus on the high pedestrian areas and key pedestrian linkages to business districts and parking. Improvements would include lighting.	\$ 700,000
2	Street Repair and Improvements	\$ 100,000	Funding to improve deteriorating	\$ 800,000
3	Fifth St. Storm Drainage Improvements	\$ 50,000	Improve storm drainage	\$ 850,000
4	Walnut & Sixth St. Drainage Improvements	\$ 50,000	Improve storm drainage	\$ 900,000
Total=		\$ 900,000		



City of Ketchum
City Hall

March 2, 2015

Mayor Jonas and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Jonas and City Councilors:

**Recommendation to Request the KURA to Initiate Repayment of the Affordable Housing Loan Funds
Provided by the City of Ketchum**

Introduction/History

In FY 2006/07 the KURA purchased the property located at 1st and Washington for the sum of \$2.25 million. The down payment for the property purchase of \$707,914 was provided by the City of Ketchum from the restricted In Lieu Affordable Housing Fund. Since that time, the City of Ketchum has provided the KURA an additional \$147,916 from the Affordable Housing Fund to pay debt interest and repairs related to the 1st and Washington property.

In 2008, the KURA purchased the property at Sun Valley Road and East Avenue in the amount of \$3.2 million. The down payment for the purchase was \$640,000 and came from the City of Ketchum Affordable Housing Fund. In April 2011, this value was transferred to the 1st and Washington site. Today, \$1,495,830 of the value of the 1st and Washington site is restricted to future affordable housing obligations.

In 2009 the City Council adopted a resolution (Attachment A) that memorialized the transfer of the funds and restricted the use of the funds.

Current Report

Based upon current and future market conditions, it's unlikely the 1st and Washington site will be developed with affordable housing. Further, the affordable housing obligation is impacting the feasibility of future projects on the site. In light of these issues, staff is recommending the City Council request the KURA to initiate repayment of the \$1,495,830 of affordable housing funds. This action would replenish the affordable housing funds and eliminate the requirement of affordable housing at the 1st and Washington site thus improving the feasibility of the site for development. Should this be approved, the funding could be used to support Blaine County Housing Authority activities and relieve the city's General Fund contribution to the Housing Authority.

In requesting repayment, the Council should consider if the full amount of the loan should be repaid, or the loan plus interest, or if the loan amount should be reduced.

Financial Requirement/Impact

In the past, city support for the Blaine County Housing Authority came from the Community Housing In-Lieu Fund. This support totaled \$70,000 per year. Due to the fact the fund balance is almost depleted, the majority of funding is now coming from the city's general fund. This fiscal year, there is \$12,275 in fund balance in the

account. The adopted budget allocated \$12,000 of that fund balance to Blaine County Housing Authority. Another \$58,000 was allocated to Blaine County Housing Authority from the city's general fund.

Given the fact that development of affordable housing at the 1st and Washington site is unlikely, staff is recommending the Council request the KURA begin repayment of the affordable housing funds provided by the City.

Recommendation

The Council could consider several options:

Request the KURA to identify a repayment schedule for the affordable housing funds;

Continue the approach to date with no repayment and an agreement that any project at the 1st and Washington site provide \$1,495,830 worth of affordable housing;

Staff respectfully recommends the Council request the KURA to identify a repayment schedule for the affordable housing funds.

Recommended Motion

I move to request the KURA identify a repayment schedule to reimburse the city for the affordable housing funds and to remove the affordable housing obligation from the 1st and Washington property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Suzanne Frick', with a stylized flourish extending from the end of the signature.

Suzanne Frick
City Administrator

Attachment A: Resolution 09-025

RESOLUTION NUMBER 09-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING AND DIRECTING THAT ANY AND ALL IN-LIEU AFFORDABLE COMMUNITY HOUSING FUNDS TRANSFERRED FROM THE CITY OF KETCHUM TO THE KETCHUM URBAN RENEWAL AGENCY SHALL BE HEREBY DESIGNATED AS RESTRICTED FUNDS AS SET FORTH IN THIS RESOLUTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum collects development fees to provide for affordable community housing and such fees are designated as "in-lieu community housing funds";

WHEREAS, the City of Ketchum, from time to time, may transfer in-lieu community housing funds to the Ketchum Urban Renewal Agency to be used for affordable community housing projects;

WHEREAS, it is the intent of the City of Ketchum that such in-lieu community housing funds are to be restricted for use only on affordable community housing projects;

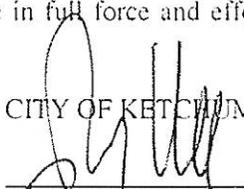
WHEREAS, it is the intent of the City of Ketchum to implement the Ketchum Urban Renewal Plan (the "Plan") adopted by Ketchum City Council on November 15, 2006, as set forth in Ordinance 992, which proscribes master goals which include assembling suitable parcels and the creation of affordable housing within the Revenue Allocation Area; and,

WHEREAS, in-lieu of affordable community house funds transferred by the City of Ketchum to the Ketchum Urban Renewal Agency that are not used to assemble parcels for and the future construction of in-lieu affordable housing will be reimbursed to the City of Ketchum.

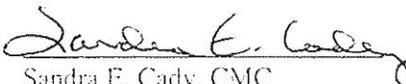
NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Ketchum City Council that any and all in-lieu affordable community housing funds transferred from the City of Ketchum to the Ketchum Urban Renewal Agency shall be restricted and such funds shall only be used for programs, including but not limited to the purchase of land and/or buildings, which provide for affordable community housing. In the event that the in-lieu affordable community housing funds are not used for affordable community housing projects as described herein, such funds shall be transferred back to the City of Ketchum.

This Resolution will be in full force and effect upon its adoption and approval this 3rd day of August.

CITY OF KETCHUM, IDAHO


Randy Hall, Mayor

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk

RESOLUTION NO. 09-025