

CITY OF SUN VALLEY

RESOLUTION 2015-03

A RESOLUTION OF THE CITY OF SUN VALLEY, IDAHO
REVISING THE FY2015 CONTRACT FOR SERVICES WITH THE
SUN VALLEY MARKETING ALLIANCE

WHEREAS, the City of Sun Valley entered into an agreement with the Sun Valley Marketing Alliance (SVMA), an Idaho nonprofit corporation, under which SVMA will provide such services as working to increase Local Option Tax revenues and to establish, implement, maintain, fund and operate a comprehensive marketing program for the Sun Valley Resort area; and

WHEREAS, the City Council previously adopted Resolution 2014-19 approving a contract for services with the Sun Valley Marketing Alliance for fiscal year 2015; and

WHEREAS, the Sun Valley Marketing Alliance has requested a revision to portions of the contract and, therefore, the contract should be revised by resolution.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY OF SUN VALLEY, IDAHO:

SECTION 1: That the Mayor and City Council revise the 2015 Contract for Services with the Sun Valley Marketing Alliance, attached hereto as “Exhibit 1”, to reflect the requested revisions.

SECTION 2: That this Resolution shall be known as Resolution No. 2015-03 of the City of Sun Valley, Idaho and shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF
JANUARY 2015.

Dewayne Briscoe, Mayor

Alissa Weber, City Clerk

EXHIBIT 1

AMENDED
CONTRACT FOR SERVICES
BETWEEN THE CITY OF SUN VALLEY, IDAHO AND
THE SUN VALLEY MARKETING ALLIANCE
FOR FISCAL YEAR 2015

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into this ___ day of ~~October~~January, 201~~5~~4, by and between the CITY OF SUN VALLEY, IDAHO, a municipal corporation (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, Inc. an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area as a destination resort.
3. Sun Valley is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Sun Valley is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Sun Valley is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, the City has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. Sun Valley City Ordinance Nos. 389 and 456 provide for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Sun Valley. Pursuant to the language of the Ordinances, which were approved by the voters of Sun Valley, the municipal sales tax revenue derived shall be used for, among other things, municipal transit, public information and education, and economic-development activity.

6. The primary reason for the City to enter this Contract is to increase Local Option Tax revenues, to wit: those generated by retail sales, food, meals or drinks, ski tickets, lodging, and liquor by the drink in the City of Sun Valley.

7. SVMA is to establish, implement, maintain, fund, and operate a comprehensive marketing program for the Sun Valley resort area.

8. The Organizational Goals of SVMA are consistent with the purposes and findings of Sun Valley Ordinance Nos. 389 and 456.

9. It is the intention of the City to contract with SVMA to provide such services for consideration as hereinafter provided.

10. SVMA desires to enter into a contract with the City to provide marketing services as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and SVMA as follows:

1. Services To Be Provided.

1. SVMA agrees to provide Sun Valley resort area marketing services to the City as follows and as further set forth in Exhibit A, which is incorporated herein by reference. For the purposes of this Agreement, the “Sun Valley resort area” means the cities of Sun Valley and Ketchum, Idaho and associated tourist attractions. The marketing services are described in the attached Exhibit A, the Strategic and Operational Plan Summary.
2. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Contract.
3. Term. The term of this Contract shall commence upon the day of its execution and shall terminate on the 30th day of September, 2015.
4. Consideration. In consideration for providing the services herein described, the City agrees to pay to SVMA twenty-five percent (25%) of the total Local Option Tax receipts (the “LOT”), minus the 1% Air Service LOT (as outlined in Sun Valley City Ordinance No. 456), payable in twelve (12) monthly installments. The first six (6) months of the contract period will be paid in equal installments of \$20,000 each. For the remaining six (6) months of the

contract, payment for each installment will be calculated based on 25% of net LOT received less 1% Air Service LOT. The final payment will be due within sixty (60) days of the end of the quarter (9/30/15), the amount of which will be determined by the final reconciliation for that fiscal year, whereby SVMA will be paid the difference of 25% of total annual LOT receipts less the total amount received in the previous eleven (11) installments.

For each of the first six (6) installments, SVMA will provide the City with an invoice, during which SVMA performs services hereunder, setting forth the amount due for each installment. Invoices shall be mailed to the City no later than the 20th day of each month. For each of the last six (6) installments, the City's Treasurer will provide a backup notice for the payment amount, in lieu of an invoice from SVMA, prior to payment. The backup notice figure will be based on actual LOT receipts. The City shall pay SVMA the amount set forth in all invoices and backup notices no later than thirty (30) days after the date of such invoice or notice.

a. In consideration and as part of this Contract SVMA agrees to:

i. Provide to the City:

1. Written operational highlights ~~twice per quarter~~every other month (six times per year);
2. Written quarterly progress reports towards annual performance metrics specified in Exhibit B, which is incorporated herein by reference; and
3. A Quarterly Income Statement and a current Balance Sheet.

ii. Maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.

iii. Exercise due diligence to obtain from member businesses and other entities, which may be of interest to tourists and visitors to the Sun Valley area, all digital and printed promotional and informational material that may be reasonably available and cause that information to be distributed at the visitor center and/or on the Visit Sun Valley website, as applicable. Non-member businesses may obtain a simple listing by category (name of business, address and phone number) on the www.visitsunvalley.com website upon request.

- iv. The SVMA will:
 - 1. Provide to the Sun Valley City Council at a regular meeting ~~once each Quarter~~ twice per year (semi-annually), a presentation outlining the quarterly information in (i) above; and
 - 2. Provide to the City at SVMA's expense externally prepared financial reviews (actual P&L and year-end balance sheet) on an annual basis and;
 - 3. Provide to the City all SVMA financial information at any time for any reason with 10 days' notice.
 - 4. Provide IRS form 990 within thirty (30) days of filing.
- v. Provide SVMA's bylaws to the City and advise the City within two (2) business days in writing of any proposed changes to the bylaws or proposed changes to the organizational structure.
- vi. Ensure that all SVMA Board meetings are noticed at least thirty (30) days in advance and that such board meetings be open for public attendance.
- vii. Provide to the City Council a proposed detailed work statement and draft contract for fiscal year 2016 by June 1, 2015 to facilitate proper planning and budgeting by the City and the SVMA.
- viii. Provide, annually or upon request, detailed compensation information for all employees.
- b. ~~Quarterly~~ Semi-annual reports will be based on the government fiscal year of October 1st to September 30th. The ~~quarterly semi-annual~~ reporting schedule for Sun Valley City Council meetings will be as follows, unless notice is given to SVMA of a schedule change, with written notice to SVMA.
 - ~~i. Quarterly report for the first quarter: Monthly Regular Council Meeting—January, 2015~~
 - ~~ii.i. Quarterly Semi-annual report for second quarter~~ first half of year: Monthly Regular Council Meeting – April, 2015
 - ~~iii. Quarterly report for third quarter: Monthly Regular Council Meeting—July, 2015~~

~~iv~~.ii. Quarterly-Semi-annual report for ~~fourth-quarter~~second half of
year: Monthly Regular Council Meeting – October, 2015

5. Termination. The City may terminate this Contract with ninety (90) days written notice to SVMA with or without cause. The City recognizes that the SVMA has made significant financial commitments (e.g. vendor contracts, leases, employees, etc.) on behalf of the City and SVMA will need time to adjust its obligations. In the event of such termination, the City shall have no further responsibility to make any payment to SVMA under this Contract at the end of the 90-day period. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of SVMA shall survive any termination of this Contract. However, adjustments shall still be made for any installment payment made that exceeds 25% of the actual LOT collection.
6. Equal Employment Opportunity. SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
7. Independent Contractor Status. The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Contract. SVMA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner and that full transparency with respect to all financial details of the SVMA organization (including detailed compensation data) be provided to the City and, therefore, to its citizens.
8. Hold Harmless Agreement. Any contractual obligation entered into or assumed by SVMA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of SVMA's obligations pursuant to this Contract shall be the sole responsibility of SVMA, and SVMA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of SVMA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.

10. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County, Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Contract. The arbitrator shall have no power to award punitive or exemplary damages.

11. Miscellaneous Provisions.

- a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
- b. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.

- g. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

- a. City: City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353
- b. SVMA: P.O. Box 4934
Ketchum, Idaho 83340

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

CITY OF SUN VALLEY, IDAHO

SUN VALLEY MARKETING ALLIANCE,
INC.

By: _____
Dewayne Briscoe, Mayor

By: _____
Arlene Schieven, President and CMO

DATE: _____

DATE: _____

Attest:

Alissa Weber, City Clerk

DATE: _____

AMENDED
CONTRACT FOR SERVICES
BETWEEN THE CITY OF SUN VALLEY, IDAHO AND
THE SUN VALLEY MARKETING ALLIANCE
FOR FISCAL YEAR 2015

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into this ___ day of January, 2015, by and between the CITY OF SUN VALLEY, IDAHO, a municipal corporation (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, Inc. an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area as a destination resort.
3. Sun Valley is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Sun Valley is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Sun Valley is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, the City has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. Sun Valley City Ordinance Nos. 389 and 456 provide for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Sun Valley. Pursuant to the language of the Ordinances, which were approved by the voters of Sun Valley, the municipal sales tax revenue derived shall be used for, among other things, municipal transit, public information and education, and economic-development activity.

6. The primary reason for the City to enter this Contract is to increase Local Option Tax revenues, to wit: those generated by retail sales, food, meals or drinks, ski tickets, lodging, and liquor by the drink in the City of Sun Valley.

7. SVMA is to establish, implement, maintain, fund, and operate a comprehensive marketing program for the Sun Valley resort area.

8. The Organizational Goals of SVMA are consistent with the purposes and findings of Sun Valley Ordinance Nos. 389 and 456.

9. It is the intention of the City to contract with SVMA to provide such services for consideration as hereinafter provided.

10. SVMA desires to enter into a contract with the City to provide marketing services as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and SVMA as follows:

1. Services To Be Provided.

1. SVMA agrees to provide Sun Valley resort area marketing services to the City as follows and as further set forth in Exhibit A, which is incorporated herein by reference. For the purposes of this Agreement, the “Sun Valley resort area” means the cities of Sun Valley and Ketchum, Idaho and associated tourist attractions. The marketing services are described in the attached Exhibit A, the Strategic and Operational Plan Summary.
2. SVMA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Contract.
3. Term. The term of this Contract shall commence upon the day of its execution and shall terminate on the 30th day of September, 2015.
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LOT received less 1% Air Service LOT. The final payment will be due within sixty (60) days of the end of the quarter (9/30/15), the amount of which will be determined by the final reconciliation for that fiscal year, whereby SVMA will be paid the difference of 25% of total annual LOT receipts less the total amount received in the previous eleven (11) installments.

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i. Provide to the City:

1. Written operational highlights every other month (six times per year);
2. Written quarterly progress reports towards annual performance metrics specified in Exhibit B, which is incorporated herein by reference; and
3. A Quarterly Income Statement and a current Balance Sheet.

ii. Maintain complete records of all written, electronic and oral complaints received by it from tourists regarding air and ground transportation and tourist facilities in the Sun Valley resort area.

iii. Exercise due diligence to obtain from member businesses and other entities, which may be of interest to tourists and visitors to the Sun Valley area, all digital and printed promotional and informational material that may be reasonably available and cause that information to be distributed at the visitor center and/or on the Visit Sun Valley website, as applicable. Non-member businesses may obtain a simple listing by category (name of business, address and phone number) on the www.visitsunvalley.com website upon request.

iv. The SVMA will:

1. Provide to the Sun Valley City Council at a regular meeting twice per year (semi-annually), a presentation outlining the quarterly information in (i) above; and
2. Provide to the City at SVMA's expense externally prepared financial reviews (actual P&L and year-end balance sheet) on an annual basis and;
3. Provide to the City all SVMA financial information at any time for any reason with 10 days' notice.
4. Provide IRS form 990 within thirty (30) days of filing.
- v. Provide SVMA's bylaws to the City and advise the City within two (2) business days in writing of any proposed changes to the bylaws or proposed changes to the organizational structure.
- vi. Ensure that all SVMA Board meetings are noticed at least thirty (30) days in advance and that such board meetings be open for public attendance.
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- viii. Provide, annually or upon request, detailed compensation information for all employees.
- b. Semi-annual reports will be based on the government fiscal year of October 1st to September 30th. The semi-annual reporting schedule for Sun Valley City Council meetings will be as follows, unless notice is given to SVMA of a schedule change, with written notice to SVMA.
 - i. Semi-annual report for first half of year: Monthly Regular Council Meeting – April, 2015
 - ii. Semi-annual report for second half of year: Monthly Regular Council Meeting – October, 2015
5. Termination. The City may terminate this Contract with ninety (90) days written notice to SVMA with or without cause. The City recognizes that the SVMA has made significant financial commitments (e.g. vendor contracts, leases, employees, etc.) on behalf of the City and SVMA will need time to adjust its obligations. In the event of such termination, the City shall have no further responsibility to make any payment to SVMA under this Contract at

the end of the 90-day period. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of SVMA shall survive any termination of this Contract. However, adjustments shall still be made for any installment payment made that exceeds 25% of the actual LOT collection.

6. Equal Employment Opportunity. SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
7. Independent Contractor Status. The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Contract. SVMA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Agreement shall be performed and rendered by SVMA in a competent, efficient and satisfactory manner and that full transparency with respect to all financial details of the SVMA organization (including detailed compensation data) be provided to the City and, therefore, to its citizens.
8. Hold Harmless Agreement. Any contractual obligation entered into or assumed by SVMA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of SVMA's obligations pursuant to this Contract shall be the sole responsibility of SVMA, and SVMA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of SVMA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned by or transferred by SVMA, in whole or in part, without the prior written consent of the City.
10. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County, Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the

parties to this Contract. The arbitrator shall have no power to award punitive or exemplary damages.

11. Miscellaneous Provisions.

- a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Contract or any of the provisions of the Contract.
- b. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
- g. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the parties.

j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353

b. SVMA: P.O. Box 4934
Ketchum, Idaho 83340

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

CITY OF SUN VALLEY, IDAHO

SUN VALLEY MARKETING ALLIANCE,
INC.

By: _____
Dewayne Briscoe, Mayor

By: _____
Arlene Schieven, President and CMO

DATE: _____

DATE: _____

Attest:

Alissa Weber, City Clerk

DATE: _____







To: Honorable Mayor and City Council
From: *mh* Mark Hofman, Community Development Director
Meeting Date: January 6, 2015
Agenda Item: Establishment of New 2012 Residential, Energy, and Fire Codes

SUBJECT: Discussion regarding an upcoming City of Sun Valley ordinance establishing new 2012 residential, energy, and fire codes.

BACKGROUND: Every three years the State of Idaho adopts the most current version of Codes that address life, safety, health, fire protection, and standards for the built environment. Local jurisdictions that enforce Codes must also adopt these Codes. Sun Valley enforces these Codes and, therefore, must adopt the most current versions. In February, 2014, following the State of Idaho adoption action, the City of Sun Valley formally adopted the 2012 International Building Code and the 2012 International Existing Building Code.

Later in 2014, the State of Idaho formally adopted the 2012 International Residential Code, 2012 International Energy Conservation Code, and 2012 International Fire Code and begins enforcing each on January 1, 2015. The City of Sun Valley currently enforces the 2009 International Residential Code, 2009 International Energy Conservation Code, and 2009 International Fire Code.

ANALYSIS: On February 5, 2015 the City of Sun Valley will hold a noticed public hearing on draft Ordinance No. 474 for the proposed adoption of the 2012 International Residential Code, 2012 International Energy Conservation Code, and 2012 International Fire Code. As required, the City will conduct a minimum 30-day public notice period prior to the public hearing and notify applicable agencies and entities of the proposed changes.

Adoption of these three 2012 Codes will include all relevant changes from the currently adopted 2009 versions. In preparation for the public hearing and action on Ordinance No. 474, staff prepared review binders consisting of three International Code Council publications:

Significant Changes to the International Residential Code, 2012 Edition;

Significant Changes to the International Energy Conservation Code, 2012 Edition;

Significant Changes to the International Fire Code, 2012 Edition.

These three publications are available to the public and City Council at the front counter at City Hall for review and comment. Each binder specifically details each amendment to the 2009 Codes. Staff will present any significant amendments contained in the 2012 Codes at the February 5, 2015 public hearing and will be available to discuss any code or local policy issues contained in the amendments.

CITY OF SUN VALLEY

RESOLUTION 2015-04

A RESOLUTION OF THE CITY OF SUN VALLEY AUTHORIZING THE DESTRUCTION OF CITY EQUIPMENT

WHEREAS, The City of Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho Code §50-101 et seq.; and

WHEREAS, the City Clerk has proposed for the disposition of surplus property, listed in the attached **“Exhibit 1,”** which has either exceeded its usefulness or is broken or outdated; and

WHEREAS, the City Clerk has determined to dispose of the surplus property by erasing all hard drives from all computers, recycling electronic equipment, or sell as scrap or disposing of broken furniture at Ohio Gulch;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO, that the equipment listed in the attached **“Exhibit 1”** shall be disposed of as noted above.

The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF JANUARY, 2015.

Dewayne Briscoe, Mayor

Attest:

Alissa Weber, City Clerk

Exhibit 1

Assigned #	Department	Equipment	Condition	Recommendation
4	Administration	Printer	Broken	Scrap
7	Administration	Keyboard	Broken	Scrap
6	Administration	Old Battery Back-up	Outdated	Scrap
7	Administration	Computer Screen	Broken	Scrap
8	Administration	Desktop computer	Outdated	Clear hard drive/Scrap
9	Administration	Granicus Server	Outdated	Clear hard drive/Scrap
13	Administration	Base Radio Station	Outdated	Sell pursuant to policy
14	Administration	Cassette Player	Outdated	Sell pursuant to policy
15	Administration	CD Player	Outdated	Sell pursuant to policy
12	Administration	HP Printer	Outdated	Sell pursuant to policy
16	Administration	Typewriter	Outdated	Sell pursuant to policy
17	Administration	Voice Logger	Outdated	Sell pursuant to policy
18	Administration	Modem	Outdated	Sell pursuant to policy
19	Administration	4 meeting room chairs	Broken	Scrap
20	Administration	6 polling booths	No Use	Sell pursuant to policy
23	IT	Modem	Outdated	Sell pursuant to policy
22	IT	Transcription Pedal	Outdated	Sell pursuant to policy
21	IT	Laptop and 3 docking stations	Broken	Clear hard drive/Scrap
10	IT	Wireless Keyboard	Broken	Scrap
1	Fire Department	Monitor	Broken	Scrap
2	Fire Department	Monitor	Broken	Scrap
3	Fire Department	Monitor	Broken	Scrap
25	Fire Department	Snowmobile	Broken	Scrap/give it away
26	Fire Department	Snowmobile	Broken	Scrap
24	Community Development	Laminating Machine	Broken	Scrap
27	Street	Computer	Outdated	Clear hard drive/Scrap
28	Street	Printer	Broken	Scrap
11	IT	Miscellaneous Software: Backup Exec windows 2000 Windows XP Professional SOPHOS Anti-Virus Symantec Ghost Version 7.0 Osprey Multimedia Driver Windows 2003 Adobe Acrobat 6.0 Power Chute Personal Edition Power Chute Business Edition Printer – Phaser 6280 – Software & Documentation (5) Windows 2000 Prof (18) Dell Application Disks (8) Roxio Creator 9.0 DE 2 Roxio Creator Plus (6) Operating System	Outdated	Scrap

		Windows XP Professional (2) Windows Vista Operating System (2) Dell Resource Media DVDRW Maker Windows 7 Operating Syst. WinDVD InterVideo HP Marketing Asst. Software Linksys Windows 2000 Parallel Print Server Software Sonic Wall internet Security Office XP (3) Drivers and Utilities Wireless keyboard HP Deskjet 9800 Windows Vista Power Edge – Installation & Power Management (13) Dell Reinstallation Disks (2) Microsoft Office 2003 Omni Page Pro Remote Recall All manuals to go with above software		
29	Community Development	Office Chair	Broken	Scrap
30	Police Department	CRIS Computer	Outdated	Scrap
31	Police Department	IBM Monitor	Broken	Scrap
32	Police Department	Keyboard	Broken	Scrap
33	Police Department	File Cabinet	No need	Transfer to another dept.
34	Police Department	File Cabinet	No need	Transfer to another dept.
35	Police Department	Television	Broken	Scrap
36	Police Department	Rolling Cart	Broken	Scrap
37	Police Department	Grey Shelf	Broken	Scrap