

AGENDA
REGULAR COUNCIL MEETING OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS – 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
November 5, 2015 – 4:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT - *The Mayor and Council welcome comments from the public on any subject. Please state your name and address for the record. Public comments may be limited to three (3) minutes. Please note this is the only time during this meeting that public comment time will be provided.*

MAYOR AND COUNCIL RESPONSE TO PUBLIC COMMENT (5 min.)

COUNCIL COMMENT (5 min.)

MAYOR COMMENT (5 min.)

- Proclamation for Small Business Saturday, November 28, 2015; 1

QUESTIONS FROM THE PRESS (3 min.)

CONSENT AGENDA (5 min.) *All items listed under the Consent Agenda will be approved in one motion without discussion unless any Council Member requests that the item be removed for individual discussion and possible action.*

1. Approval of Council Minutes of October 5 and October 16, 2015;2
2. Receive and File Financials: 23
 - a. October, 2015 Paid Invoice Report
 - b. Preliminary September, 2015 Financial Report
 - c. Local Option Tax Report
3. Authorize payment of bills and payroll (recurring per Resolution 2015-09) for November, 2015, when due; (no documents)
4. Authorize payment of bills (non-recurring) on-hand due after October 28, 2015 and recommended for approval by the Finance Committee;66
5. Authorize payment of the first quarterly installment to Mountain Rides contingent upon approval of the FY 2016 Contract; (no documents)

PUBLIC HEARING (25 min.)

6. Diamond Back Townhomes: Amendments to Master Plan, Planned Unit Development, and Revision to Approved Preliminary Plat (15 min.); 71
 - a. Master Plan Development #MPD2015-01: Application by Sun Valley Company to amend the White Clouds (Gun Club) Land Use Planning Area Master Plan Application No. MPD 2006-03-017, as amended by MPD 2014-02, as it applies to *Parcel A Amended, White Clouds, Corrected: Parcels A, B & J Amended*, whereby the density for Parcel A Amended is changed to allow a range of 26 – 36 units (5 min.);

*Please Note: The agenda is subject to revisions.
Anyone needing assistance to attend or participate should contact Sun Valley City Hall prior to the meeting at 622-4438.
Council packets are available online at www.sunvalley.govoffice.com.*

- b. Conditional Use Permit #CUP2015-01: Application by Sun Valley Company to amend Conditional Use Permit for Gun Club LUPA PUD Application No. CUP2007-05 whereby the White Clouds Subdivision may include single family dwellings in a townhouse form of ownership with common area (5 min.);
 - c. Plat Amendment #SUBPA2015-04: Application to amend the preliminary plat (SUBPP 2014-03, approved May 24, 2014) for *Parcel A Amended within the plat of White Clouds Corrected, Parcels A, B & J Amended* reducing the total number of townhouse units from 36 to 31. Applicant: Benchmark Associates, P.A. for Sun Valley Company. Location: *Parcel A Amended, White Clouds, Corrected: Parcels A, B, & J Amended*; 101 Diamond Back Road (5 min.);
7. Diamond Back Townhomes: Final Plat Applications (10 min.); 86
- a. Final Plat Application #SUBFP2015-07 by Benchmark Associates, P.A. on behalf of Sun Valley Company for *Sublots 13-14, 17-18, and Tract D of Diamond Back Townhomes, Parcel A Amended, within the plat of White Clouds, Corrected, Parcels A, B, & J Amended* (5 min.);
 - b. Final Plat Application #SUBFP2015-08 by Benchmark Associates, P.A. on behalf of Sun Valley Company for *Sublot 19 and Tract E of Diamond Back Townhomes, Parcel A Amended, within the plat of White Clouds, Corrected, Parcels A, B, & J Amended* (5 min.);

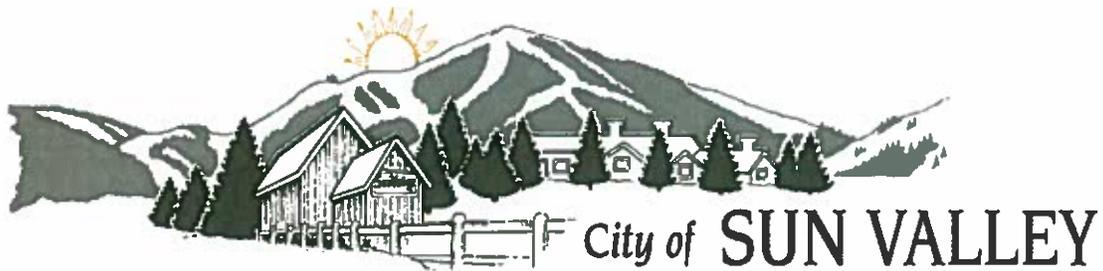
BREAK (5 min.)

ACTION/DISCUSSION (65 min.)

- 8. Discussion regarding status of AT&T's Sage Creek Wireless Facility (#CUP2007-04)(40 min.); 138
 - a. City staff presentation;
 - b. AT&T Wireless attorney presentation;
 - c. Ned Williamson, representing the Sentilles, presentation;
 - d. City Attorney and AT&T attorney response;
- 9. Discussion and action on Resolution 2015-30 Authorizing the Mayor to Execute a FY16 Contract for Services with the Mountain Rides in the amount of \$265,000 (5 min.); 240
- 10. Discussion of City computer usage and action on FY16 contract for information technology services (10 min.); 250
 - a) Presentation by Todd Mandeville of Ketchum Computers regarding City computer usage;
 - b) Discussion and action on Resolution 2015-31 Authorizing the Mayor to Execute a FY16 Contract for Services with Ketchum Computers;
- 11. Discussion and possible action on the City's current Health Reimbursement Account (HRA)(5 min.);... 255
- 12. First Reading of Ordinance No. 478 An Ordinance Repealing Ordinance No. 475 (5 min.); 299

EXECUTIVE SESSION – Pursuant to Idaho Code 74-206 sections (d) and (f).

ADJOURNMENT - Meeting will conclude after the completion of agenda items or at the latest 9:00 p.m. Any item under discussion or consideration at 9:00 p.m. will be completed. Any remaining items on the agenda will be scheduled for another meeting.



Proclamation for Small Business Saturday, November 28, 2015

WHEREAS, the government of Sun Valley, Idaho, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 27.9 million small businesses in the United States, they represent 99.7 percent of American employer firms, create more than two-thirds of the net new jobs, and generate 46 percent of private gross domestic product, as well as 54 percent of all US sales; and

Whereas, small businesses employ over 55 percent of the working population in the United States; and

Whereas, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

Whereas, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, the City of Sun Valley, Idaho supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

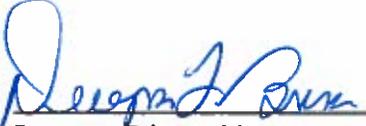
NOW, THEREFORE, I, Dewayne Briscoe, Mayor of Sun Valley, Idaho do hereby proclaim, November 28, 2015, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Dated this 21 day of October, 2015.

Attest: 
Alissa Weber, City Clerk


Dewayne Briscoe, Mayor
City of Sun Valley

**COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS - 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
OCTOBER 5, 2015 AT 4:00 P.M.**

The Mayor and the City Council of Sun Valley, Blaine County, State of Idaho, met in a Council Meeting in the Sun Valley City Hall Council Chambers on October 5, 2015 at 4:00 p.m.

CALL TO ORDER

The meeting was called to order at 4:01 p.m.

ROLL CALL

PRESENT: Mayor Dewayne Briscoe, Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

ABSENT: None

PLEDGE OF ALLEGIANCE

The pledge was led by Ned Williamson.

PUBLIC COMMENT

Caleb Baukol, with Big Wood Ski, LLC, made a comment.

Council President Keith Saks responded.

Caleb Baukol responded.

Ned Williamson, attorney for the Sentilleses, Sun Valley property owners, made a comment.

Mayor Dewayne Briscoe responded.

Marline Rennels, Sun Valley property owner, made a comment.

Noel Ellman, Sun Valley property owner, made a comment.

David Barovetto, Sun Valley resident, made a public comment.

Jake Provonsha, Sun Valley resident, made a public comment.

Mayor Dewayne Briscoe made a comment.

Per the Mayor's request, City Administrator Susan Robertson read a letter from Jim Bronson, Sun Valley resident, into the public record.

The Mayor closed public comment.

MAYOR AND COUNCIL RESPONSE TO PUBLIC COMMENT

Council Member Michelle Griffith made a comment.

Council President Keith Saks made a comment.

Council Member Peter Hendricks made a comment.

Council Member Jane Conard made a comment.

Mayor Dewayne Briscoe made a comment.

Ned Williamson responded.

Council President Keith Saks asked a question.

Ned Williamson responded.

Mayor Dewayne Briscoe made a comment.

Ned Williamson made a comment.

Mayor Dewayne Briscoe made a comment.

Ned Williamson responded.

COUNCIL COMMENT

Council President Keith Saks made a comment.

MAYOR COMMENT

- Recognition of Sun Valley wildland firefighters deployed to out-of-area fires

Mayor Dewayne Briscoe made a comment.

Fire Chief Ray Franco introduced the Sun Valley firefighters that were deployed to out-of-area fires.

Mayor Dewayne Briscoe made a comment.

Fire Chief Ray Franco made a comment.

Mayor Dewayne Briscoe made a comment.

- Idaho APA honorable mention for Blaine County Community Bike-Ped Plan

Mayor Dewayne Briscoe made a comment.

Mayor began his general comment.

Council President Keith Saks made a comment.

Mayor Dewayne Briscoe made a comment.

Council Member Michelle Griffith made a comment.

Mayor Dewayne Briscoe made a comment.

David Wilson, Sun Valley resident, made a comment.

Mayor Dewayne Briscoe made a comment.

Council President Keith Saks made a comment.

Mayor Dewayne Briscoe made a comment.

QUESTIONS FROM THE PRESS

None.

CONSENT AGENDA

1. Approval of Council Minutes of September 10 and 16, 2015;

2. Receive and File Financials:

a. September, 2015 Paid Invoice Report

b. August, 2015 Financial Report

c. Local Option Tax Report

3. Authorize payment of bills and payroll (recurring per Resolution 2015-09) for October, 2015, when due; (no documents)

4. Authorize payment of bills (non-recurring) on-hand due after September 23, 2015 and recommended for approval by the Finance Committee;

Mayor Dewayne Briscoe asked a question.

Council Member Peter Hendricks made a comment.

City Treasurer Angela Orr responded.

Council Member Peter Hendricks made a comment.

Council President Keith Saks made a comment.

Council President Keith Saks asked a question.

City Treasurer Angela Orr responded.

Council Member Jane Conard asked a question.

City Treasurer Angela Orr responded.

[Council Member Jane Conard asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council President Keith Saks asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council President Keith Saks asked a question.](#)

MOTION

Council Member Jane Conard moved to approve the consent agenda, seconded by Council Member Michelle Griffith. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

The Mayor declared the motion approved.

PRESENTATIONS

5. Letter of Commendation presented to Fire Department Captains Reid Black and Taan Robrahn;

[Mayor Dewayne Briscoe made a comment.](#)

[Assistant Fire Chief Charlie Butterfield presented Captains Reid Black and Taan Robrahn.](#)

[Dr. Deborah Robertson, St. Luke's Wood River Emergency Department Medical Director, made a comment.](#)

[Assistant Fire Chief Charlie Butterfield read and presented the letters of commendation.](#)

[Mayor Dewayne Briscoe asked a question and made a comment.](#)

[Council Member Michelle Griffith stated she needed to leave the meeting, but would return, and exited Council Chambers.](#)

6. Sun Valley Marketing Alliance Semi-Annual Report, Arlene Schieven;

[Arlene Schieven, Executive Director of the Sun Valley Marketing Alliance, made a presentation.](#)

[Council Member Peter Hendricks asked a question.](#)

[Arlene Schieven responded.](#)

[Council Member Peter Hendricks asked a question.](#)

[Arlene Schieven responded.](#)

[Council Member Peter Hendricks asked a question.](#)

[Arlene Schieven responded.](#)

[Council Member Peter Hendricks asked a question.](#)

[Arlene Schieven responded.](#)

[Council Member Peter Hendricks asked a question.](#)

[Arlene Schieven responded.](#)

[Council President Keith Saks asked a question.](#)

[Arlene Schieven responded and continued her presentation.](#)

[Council Member Peter Hendricks asked a question.](#)
[Arlene Schieven responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[Arlene Schieven responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[Arlene Schieven responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[Arlene Schieven responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[Arlene Schieven responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[Arlene Schieven responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)

7. Sun Valley Economic Development Semi-Annual Report, Harry Griffith;

[Harry Griffith, Executive Director of Sun Valley Economic Development, made a presentation.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[Mayor Dewayne Briscoe asked a question.](#)
[Harry Griffith responded.](#)
[Mayor Dewayne Briscoe asked a question.](#)
[Harry Griffith responded.](#)

PUBLIC HEARING

8. Public hearing and action on Final Plat Application by Sun Valley Company for Sublots 15, 16, and Tract B of Diamond Back Townhomes, Parcel A Amended, within the plat of White Clouds, Corrected, Parcels A, B, & J Amended (SUBFP 2015-05);

[Mayor Dewayne Briscoe made a comment.](#)
[Mayor Dewayne Briscoe asked the Council for any disclosures on the agenda item. There were none.](#)
[Community Development Director Jae Hill made a comment.](#)
[Wally Huffman, representing the Sun Valley Company, made a comment.](#)
[Community Development Director Jae Hill made a comment.](#)
[Mayor Dewayne Briscoe opened the public hearing.](#)
[Seeing no public comment, Mayor Dewayne Briscoe closed the public hearing.](#)
[Council President Keith Saks asked a question.](#)
[Community Development Director Jae Hill responded.](#)
[Council President Keith Saks asked a question.](#)
[Community Development Director Jae Hill responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)

MOTION

Council Member Jane Conard moved to approve the final plat application SUBFP 2015-05 by finding first the submitted final plat is consistent with the approved preliminary plat, and second that all applicable conditions of approval required prior to City action for the subdivision have been satisfied by the applicant, seconded by Council President Keith Saks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None
ABSENT Council Member Michelle Griffith.
The Mayor declared the motion approved.

9. [Public hearing and action on Final Plat Application by Sun Valley Company for Sublots 5 through 8 and Tract C of Diamond Back Townhomes, Parcel A Amended, within the plat of White Clouds, Corrected, Parcels A, B, & J Amended \(SUBFP 2015-06\);](#)

[Mayor Dewayne Briscoe made a comment.](#)

[The Mayor requested the Council make disclosures on the agenda item. There were none.](#)

[Community Development Director Jae Hill made a comment.](#)

[Council Member Peter Hendricks asked a question.](#)

[Community Development Director Jae Hill responded.](#)

[Mayor Dewayne Briscoe opened the public hearing.](#)

[Seeing none, Mayor Dewayne Briscoe closed the public hearing.](#)

[Community Development Director Jae Hill made a comment.](#)

MOTION

Council Member Jane Conard moved to approve final plat SUBFP 2015-06 by finding first the submitted final plat is consistent with the approved preliminary plat, and second that all applicable conditions of approval required prior to City action have been satisfied by the applicant, seconded by Council President Keith Saks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

ABSENT: Council Member Michelle Griffith.

The Mayor declared the motion approved.

[Community Development Director Jae Hill made a comment.](#)

[Mayor Dewayne Briscoe advised the Council he would not be participating in Agenda Items 10 and 11 and left the Council Chambers.](#)

BREAK

A break was taken at 6:02 p.m.

The break ended at 6:16 p.m.

[Council President Keith Saks took over as chair for the meeting and requested the Council rearrange the agenda to accommodate the presenter for Agenda Items 12 and 13.](#)

[Council Member Jane Conard asked a question.](#)

[City Attorney Adam King made a comment.](#)

ACTION/DISCUSSION

12. Continued discussion and possible action regarding city-owned Elkhorn Springs condominiums, including Blaine County Housing Authority City-Owned Housing Units Management Proposal;

[Council President Keith Saks made a comment.](#)

[David Patrie, Executive Director of the Blaine County Housing Authority, presented the issue.](#)

[Council President Keith Saks asked a question.](#)

[David Patrie responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[David Patrie responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[Police Chief Walt Femling responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Jane Conard asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Assistant Fire Chief Charlie Butterfield drew a diagram of the units and described their configuration.](#)
[Council Member Peter Hendricks asked a question.](#)
[Assistant Fire Chief Charlie Butterfield responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks asked a question.](#)
[Council Member Jane Conard made a comment.](#)
[City Administrator Susan Robertson made a comment.](#)
[City Treasurer Angela Orr made a comment.](#)
[Assistant Fire Chief Charlie Butterfield made a comment.](#)
[Council Member Jane Conard asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Assistant Fire Chief Charlie Butterfield made a comment.](#)
[Council President Keith Saks made a comment.](#)
[City Administrator Susan Robertson made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Peter Hendricks asked a question.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks asked a question.](#)
[David Patrie responded.](#)
[Council President Keith Saks made a comment.](#)
[David Patrie made a comment.](#)
[City Administrator Susan Robertson made a comment.](#)
[Council Member Peter Hendricks asked a question.](#)
[Council President Keith Saks responded and asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[City Attorney Adam King made a comment.](#)
[David Patrie made a comment.](#)
[Council Member Jane Conard made a comment.](#)

MOTION

Council Member Jane Conard moved to table the issue for a date certain of December 3, 2015 to have a report and proposal, if appropriate, regarding services the BCHA could provide to the City with regard to the Elkhorn Springs units, seconded by Council Member Peter Hendricks. A voice vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

ABSENT: Council Member Michelle Griffith.

Council President Keith Saks declared the motion approved.

13. Discussion and action on Resolution 2015-26 Authorizing the Mayor to Execute a FY16 Contract for Services with the Blaine County Housing Authority in the amount of \$15,000;

David Patrie made a comment.

MOTION

Council Member Jane Conard moved to authorize the Mayor to enter into a contract with the Blaine County Housing Authority and pass Resolution 2015-26, seconded by Council Member Peter Hendricks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

ABSENT: Council Member Michelle Griffith.

Council President Keith Saks declared the motion approved.

Council President Keith Saks suggested an additional rearrangement of the agenda to hear Item 17.

17. Discussion and action on purchase of Fire Department vehicle for Fiscal Year 2016;

Council President Keith Saks made a comment.

Assistant Fire Chief Charlie Butterfield made a comment.

City Administrator Susan Robertson made a comment.

City Treasurer Angela Orr made a comment.

City Administrator Susan Robertson made a comment.

Council President Keith Saks made a comment.

City Administrator Susan Robertson made a comment.

Council Member Peter Hendricks made a comment.

Assistant Fire Chief Charlie Butterfield made a comment.

MOTION

Council Member Peter Hendricks moved to authorize the Mayor to enter into an agreement to order the new truck, seconded by Council Member Jane Conard. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

ABSENT: Council Member Michelle Griffith.

Council President Keith Saks declared the motion approved.

18. Discussion and action on Resolution 2015-27 authorizing the Mayor to Execute a FY16 Interlocal Agreement (Sun Valley/Blaine County) for GIS Services;

Council President Keith Saks made a comment.

Community Development Director Jae Hill made a comment.

[Council President Keith Saks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks made a comment.](#)

MOTION

Council Member Jane Conard moved to approve Resolution 2015-27 authorizing the Mayor to Execute a FY16 Interlocal Agreement (Sun Valley/Blaine County) for GIS Services, seconded by Council Member Peter Hendricks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

ABSENT: Council Member Michelle Griffith.

Council President Keith Saks declared the motion approved.

[Council President Keith Saks made a comment.](#)

15. Discussion and action on scheduling two Special City Council meetings related to the Elkhorn Fire Station sleeping quarters for October 9th and October 21st, 2015 at 4:00 p.m.;

[City Administrator Susan Robertson made a comment.](#)

[Council Member Jane Conard made a comment.](#)

[Council Member Peter Hendricks made a comment.](#)

[City Administrator Susan Robertson made a comment.](#)

[Council Member Peter Hendricks made a comment.](#)

[Council Member Jane Conard made a comment and asked a question.](#)

[City Administrator Susan Robertson responded.](#)

[Council Member Peter Hendricks asked a question.](#)

[City Administrator Susan Robertson responded.](#)

[Council President Keith Saks made a comment.](#)

[City Administrator Susan Robertson made a comment.](#)

[Council Member Peter Hendricks made a comment.](#)

[Council President Keith Saks made a comment.](#)

[City Administrator Susan Robertson made a comment.](#)

[Council Member Jane Conard made a comment.](#)

[City Administrator Susan Robertson made a comment.](#)

[Council Member Peter Hendricks made a comment.](#)

[Council President Keith Saks made a comment.](#)

[The Council agreed on a meeting for October 16, 2015 at 4:00 p.m.](#)

[City Administrator Susan Robertson made a comment.](#)

[The Council agreed on a meeting for October 29, 2015 at 2:00 p.m.](#)

MOTION

Council Member Peter Hendricks moved to approve the scheduling of two Special City Council meetings related to the Elkhorn Fire Station sleeping quarters for October 16, 2015 at 4:00 p.m. and October 29, 2015 at 2:00 p.m., seconded by Council Member Jane Conard. A voice vote was taken.

AYES: Council President Keith Saks, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None
ABSENT: Council Member Michelle Griffith.

Council President Keith Saks made a comment.

14. Authorization for staff to enter into contract negotiations with an architectural firm to provide architectural/engineering services for the remodeling of the Elkhorn Fire Station to provide sleeping quarters;

City Administrator Susan Robertson made a comment.

Council President Keith Saks made a comment.

Council Member Michelle Griffith returned to the meeting and took her seat at the dias.

Council Member Jane Conard requested to have the previous agenda item be revisited with Council Member Michelle Griffith in the room.

City Administrator Susan Robertson made a comment.

Council Member Michelle Griffith asked a question.

Council President Keith Saks made a comment and returned to the current agenda item.

City Administrator Susan Robertson made a comment.

Council Member Peter Hendricks asked a question.

Council Member Michelle Griffith made a comment.

City Administrator Susan Robertson made a comment.

Council Member Michelle Griffith asked a question.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks asked a question.

Community Development Director Jae Hill made a comment.

Council President Keith Saks asked a question.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith asked a question.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith asked a question.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith made a comment.

City Administrator Susan Robertson made a comment.

Council Member Peter Hendricks asked a question.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks asked a question.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks asked a question.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks asked a question.

Council Member Michelle Griffith asked a question.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks asked a question.

City Administrator Susan Robertson responded.

Council President Keith Saks asked a question.

City Administrator Susan Robertson responded.

Council President Keith Saks asked a question.

City Administrator Susan Robertson responded.

City Attorney Adam King made a comment.

[Council President Keith Saks made a comment.](#)
[City Administrator Susan Robertson made a comment.](#)
[City Attorney Adam King made a comment.](#)
[Council President Keith Saks made a comment.](#)
[City Attorney Adam King made a comment.](#)
[Council President Keith Saks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)

MOTION

Council Member Peter Hendricks moved to authorize staff to enter into contract negotiations with an architectural firm to provide architectural/engineering services for the remodeling of the Elkhorn Fire Station to provide sleeping quarters, seconded by Council Member Jane Conard. A voice vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

Council President Keith Saks declared the motion approved.

[Council President Keith Saks made a comment.](#)

BREAK

[A break was taken at 7:32 p.m.](#)

[The break ended at 7:37 p.m.](#)

10. Discussion and action on Ordinance 475 and the Blue Shield contract following recent Hall Render and Idaho Attorney General legal opinions;

[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Peter Hendricks asked a question.](#)
[City Treasurer Angela Orr made a comment.](#)
[Council Member Michelle Griffith asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks made a comment.](#)
[City Attorney Adam King made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Treasurer Angela Orr made a comment.](#)
[Council President Keith Saks made a comment.](#)
[City Treasurer Angela Orr responded.](#)

[Council Member Jane Conard made a comment.](#)
[Council Member Jane Conard asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Jane Conard asked a question.](#)
[Council President Keith Saks asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council Member Michelle Griffith asked a question.](#)
[Council President Keith Saks made a comment.](#)
[City Treasurer Angela Orr responded.](#)
[Council President Keith Saks asked a question.](#)
[City Treasurer Angela Orr responded.](#)
[Council President Keith Saks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Michelle Griffith asked a question.](#)
[City Attorney Adam King made a comment.](#)
[Council Member Michelle Griffith asked a question.](#)
[City Attorney Adam King responded.](#)
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[Council Member Jane Conard made a comment.](#)
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[Council President Keith Saks made a comment.](#)
[City Attorney Adam King made a comment.](#)
[Council Member Jane Conard asked a question.](#)
[Council President Keith Saks asked a question.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council President Keith Saks made a comment.](#)
[The Council elected to suspend the discussion and return to Agenda Items 10 and 11 after Item 16.](#)

16. Continued discussion and action on staff recommendations regarding landscaping encroachments on City streets and rights of way;

[Community Development Director Jae Hill made a comment.](#)
[Council Member Michelle Griffith asked a question.](#)
[Community Development Director Jae Hill responded.](#)
[City Administrator Susan Robertson made a comment.](#)
[City Treasurer Angela Orr responded.](#)
[Community Development Director Jae Hill made a comment.](#)
[Council Member Michelle Griffith asked a question.](#)
[Community Development Director Jae Hill responded.](#)
[Council President Keith Saks asked a question.](#)
[Community Development Director Jae Hill responded.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council President Keith Saks made a comment.](#)

[Council Member Michelle Griffith made a comment.](#)
[Community Development Director Jae Hill responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Community Development Director Jae Hill responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Community Development Director Jae Hill made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Community Development Director Jae Hill responded.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[Community Development Director Jae Hill made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Community Development Director Jae Hill made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Police Chief Walt Femling asked a question.](#)
[Council Member Michelle Griffith responded.](#)
[Police Chief Walt Femling made a comment.](#)
[Council President Keith Saks made a comment.](#)
[City Attorney Adam King made a comment.](#)

MOTION

Council Member Michelle Griffith moved to authorize the Mayor to instruct staff to move forward on the recommendations regarding landscaping encroachments on City rights of way and bring forward one or more ordinances on that topic for approval by Council, seconded by Council Member Jane Conard. A voice vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

Council President Keith Saks declared the motion approved.

10. Discussion and action on Ordinance 475 and the Blue Shield contract following recent Hall Render and Idaho Attorney General legal opinions;

MOTION

Council Member Michelle Griffith moved to enter Executive Session pursuant to Idaho Code 74-206 Section (d) to consider records that are exempt from disclosure as provided in Chapter 1, Title 74 of the Idaho Code as relates to City health care issue, seconded by Council Member Peter Hendricks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

Council President Keith Saks declared the motion approved.

[The City Council entered Executive Session at 8:17 p.m.](#)

City Administrator Susan Robertson asked which staff members should remain in City Hall pending the conclusion of Executive Session. The recording of the meeting was turned off. After a brief conversation about staffing requirements, the Council requested staff turn on the meeting recording.

[Council Member Jane Conard made a comment.](#)

[City Administrator Susan Robertson made a comment.](#)

[Council President Keith Saks made a comment.](#)

[Council Member Michelle Griffith made a comment.](#)

[Council President Keith Saks made a comment.](#)

MOTION

Council Member Jane Conard moved to clarify or supplement, if it is not already contained in the retainer letter with Hall Render in terms of their representation of the City with regard to the health insurance matter, to instruct outside counsel to contact legal counsel of Regence to discuss the issues regarding cure under the notice that was received on September 29, 2015 from Tim Anderson, Sales Associate, so that the City will know what that statement means and what it means to cure, in an amount not to exceed an additional \$1,000 beyond previously authorized amount (or a total of \$4,000), seconded by Council Member Michelle Griffith. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

Council President Keith Saks declared the motion approved.

[Council Member Jane Conard made a comment.](#)

The Council exited Executive Session at 9:23 p.m.

ADJOURNMENT

Council President Keith Saks moved to adjourn, seconded by Council Member Michelle Griffith. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Peter Hendricks, and Council Member Jane Conard.

NAYS: None

Council President Keith Saks declared the motion approved.

The meeting adjourned at 9:24 p.m.

Dewayne Briscoe, Mayor

Alissa Weber, City Clerk

**SPECIAL COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS - 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
OCTOBER 16, 2015 AT 4:00 P.M.**

The Mayor and the City Council of Sun Valley, Blaine County, State of Idaho, met in a Special Council Meeting in the Sun Valley City Hall Council Chambers on October 16, 2015 at 04:00 p.m.

CALL TO ORDER

[The meeting was called to order at 4:02 p.m.](#)

ROLL CALL Council President Keith Saks, Council Member Michelle Griffith, Council

PRESENT: Member Peter Hendricks, Council Member Jane Conard, and Mayor Dewayne Briscoe.

ABSENT: None

PLEDGE OF ALLEGIANCE

[Pledge led by Dave Barovetto.](#)

PUBLIC COMMENT

[Jim Bronson made a comment.](#)

[Mayor Dewayne Briscoe made a comment.](#)

MAYOR AND COUNCIL RESPONSE TO PUBLIC COMMENT

[Council Member Jane Conard made a comment.](#)

[Jim Bronson made another comment.](#)

[Council President Keith Saks made a comment.](#)

[Mayor Dewayne Briscoe made a comment.](#)

[Council Member Jane Conard made a comment.](#)

[Mayor Dewayne Briscoe responded.](#)

[Council Member Jane Conard responded.](#)

[Mayor Dewayne Briscoe responded.](#)

[Council Member Jane Conard responded.](#)

[Mayor Dewayne Briscoe responded.](#)

[Council President Keith Saks made a comment.](#)

[Mayor Dewayne Briscoe responded.](#)

[Council President Keith Saks responded.](#)

[Mayor Dewayne Briscoe responded.](#)

COUNCIL COMMENT

[None.](#)

MAYOR COMMENT

[Mayor Dewayne Briscoe made a comment.](#)

QUESTIONS FROM THE PRESS

None.

Mayor Dewayne Briscoe made a comment.

Council Member Peter Hendricks responded.

ACTION/DISCUSSION

1. Discussion and action on Resolution 2015-28 Accepting the Proposal from Cole Architects/TCA and Authorizing the Mayor to Enter into a Contract with Cole Architects/TCA for Architectural and Engineering Services

Mayor Dewayne Briscoe made a comment.

Mayor Dewayne Briscoe made a comment.

City Administrator Susan Robertson made a comment.

City Attorney Adam King commented.

Mayor Dewayne Briscoe responded.

City Attorney Adam King responded.

Mayor Dewayne Briscoe responded.

Council Member Michelle Griffith asked a question.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith responded.

City Administrator Susan Roberts responded.

Council Member Michelle Griffith made a comment.

Council Member Peter Hendricks made a comment.

City Administrator Susan Robertson made a comment.

Council Member Peter Hendricks made a comment.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith responded.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith responded.

City Administrator Susan Robertson responded.

Council Member Michelle Griffith responded.

Council Member Peter Hendricks responded.

Fire Chief Ray Franco responded.

City Administrator Susan Robertson made a comment.

Council Member Peter Hendricks responded.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks responded.

Mayor Dewayne Briscoe responded.

Council Member Peter Hendricks made a comment.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks made a comment.

Fire Chief Ray Franco responded.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks responded.

City Administrator Susan Robertson responded.

Council Member Peter Hendricks responded.

Fire Chief Ray Franco responded.

Council Member Peter Hendricks made a comment.

City Administrator Susan Robertson responded.

Council President Keith Saks asked a question.

[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks asked a question.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Michelle Griffith responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Michelle Griffith responded.](#)
[Fire Chief Ray Franco responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Fire Chief Ray Franco responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Peter Hendricks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks responded.](#)
[City Attorney Adam King responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council President Keith Saks responded.](#)

[Council Member Michelle Griffith responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Fire Chief Ray Franco commented.](#)
[Council Member Michelle Griffith made a comment.](#)
[Fire Chief Ray Franco responded.](#)
[Council President Keith Saks responded.](#)
[Fire Chief Ray Franco responded.](#)
[Council Member Michelle Griffith responded.](#)
[Fire Chief Franco commented.](#)
[Council Member Peter Hendricks responded.](#)
[Fire Chief Ray Franco commented.](#)
[Council Member Michelle Griffith responded.](#)
[Council Member Jane Conard made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Peter Hendricks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council Member Jane Conard made a comment.](#)
[Council Member Michelle Griffith responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[City Attorney Adam King responded.](#)
[City Administrator Susan Robertson responded.](#)
[City Attorney Adam King commented.](#)
[Council President Keith Saks made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Administrator Susan Robertson responded.](#)

[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[City Administrator Susan Robertson responded.](#)
[Council Member Michelle Griffith responded.](#)
[City Administrator Susan Robertson responded.](#)
[City Attorney Adam King responded.](#)
[Council Member Michelle Griffith responded.](#)
[City Attorney Adam King responded.](#)
[Fire Chief Ray Franco responded.](#)
[Council Member Michelle Griffith responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Fire Chief Franco commented.](#)
[Council Member Michelle Griffith responded.](#)
[City Administrator Susan Robertson responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith made a comment.](#)

2. Recognition of violation of Idaho Open Meeting Laws with regards to action taken in Executive Session during the October 5, 2015 Regular City Council meeting and action to cure under Idaho Code 74-208(7);

[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks made a comment.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Council President Keith Saks responded.](#)
[Council Member Peter Hendricks responded.](#)
[Council President Keith Saks responded.](#)
[City Attorney Adam King responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Jane Conard asked a question.](#)
[City Attorney Adam King responded.](#)
[Council Member Jane Conard made a comment.](#)

MOTION

Council Member Jane Conard moved that City Council declare, based on the potential violation of the open public meeting act, that the motion to amend the Hall Render contract be declared null and void in order to cure any potential violation as prescribed by Idaho Statute, seconded by Council Member Michelle Griffith. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Jane Conard, and Council Member Peter Hendricks.

NAYS: None

Council President Keith Saks declared the motion approved.

3. Discussion and action on Resolution 2015-29 Authorizing the Mayor to Execute an Amended Agreement for Legal Services with Hall Render;

[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Jane Conard made a comment.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Jane Conard responded.](#)
[Council President Keith Saks made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Jane Conard responded.](#)

Motion

Council Member Jane Conard moved to authorize Resolution 2015-29, with the amendment of the contract amount not to exceed \$5,000, which is the total obligation, not an additional obligation, seconded by Council Member Peter Hendricks. A voice vote was taken.

AYES: Mayor Dewayne Briscoe, Council President Keith Saks, Council Member Michelle Griffith, Council Member Jane Conard, and Council Member Peter Hendricks.

NAYS: None

The Mayor declared the motion approved.

[Mayor Dewayne Briscoe made a comment.](#)

4. First Reading of Ordinance No. 478 An Ordinance Repealing Ordinance No. 475

[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[Council President Keith Saks responded.](#)
[City Attorney Adam King responded.](#)

[Council President Keith Saks responded.](#)
[City Attorney Adam King responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[City Attorney Adam King responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[City Attorney Adam King responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council Member Peter Hendricks responded.](#)
[City Attorney Adam King responded.](#)
[Council Member Peter Hendricks made a comment.](#)
[City Attorney Adam King responded.](#)
[Council Member Peter Hendricks responded.](#)
[City Attorney Adam King responded.](#)
[Mayor Dewayne Briscoe made a comment.](#)
[Council Member Peter Hendricks made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Michelle Griffith made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Jane Conard made a comment.](#)
[Mayor Dewayne Briscoe responded.](#)
[City Attorney Adam King responded.](#)
[Council Member Jane Conard responded.](#)
[Council President Keith Saks responded.](#)
[City Attorney Adam King responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council President Keith Saks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Jane Conard responded.](#)
[Council Member Peter Hendricks responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Jane Conard responded.](#)
[Council President Keith Saks responded.](#)
[Mayor Dewayne Briscoe responded.](#)
[Council Member Peter Hendricks responded.](#)
[Council Member Michelle Griffith responded.](#)
[Council Member Jane Conard responded.](#)

MOTION

Council Member Jane Conard moved to request the City Treasurer send a letter to Associate General

Counsel Jennifer Yeh stating that based on the facts that Sun Valley is no longer, nor will be in the future, paying the Council members cash in lieu of coverage and that the amounts of reimbursement have ceased and will not be made so long as this current contract of insurance is in effect, there is no need to terminate and, in respect to HIPAA and rights of privacy, the City is not going to identify amounts of the reimbursement, seconded by Council Member Michelle Griffith. A voice vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Jane Conard, and Council Member Peter Hendricks.

NAYS: None

The Mayor declared the motion approved.

[Mayor Dewayne Briscoe responded.](#)

[Council Member Michelle Griffith responded.](#)

[Council President Keith Saks responded.](#)

[Mayor Dewayne Briscoe responded.](#)

[Council Member Jane Conard made a comment.](#)

[Council Member Michelle Griffith responded.](#)

[Mayor Dewayne Briscoe responded.](#)

ADJOURNMENT

MOTION

Council Member Jane Conard moved to adjourn, seconded by Council Member Peter Hendricks. A roll call vote was taken.

AYES: Council President Keith Saks, Council Member Michelle Griffith, Council Member Jane Conard, and Council Member Peter Hendricks.

NAYS: None

[The meeting adjourned at 6:20 p.m.](#)

Dewayne Briscoe, Mayor

Nancy Flannigan, Assistant City Clerk

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1080	ALLINGTON, FREDRICK	091815	SEMI-ANNUAL PROSECU	1	09/18/2015	11,950.50	.00	11,950.50	50867	10/06/2015
Total 1080:						11,950.50	.00	11,950.50		
1345	BOISE MOBILE EQUIPME	16119	New batteries for radios an	1	08/31/2015	602.21	.00	602.21	50806	09/30/2015
Total 1345:						602.21	.00	602.21		
1405	BUSINESS AS USUAL	127612	Notary stamp for Nancy Fla	1	08/31/2015	36.95	.00	36.95	50807	09/30/2015
Total 1405:						36.95	.00	36.95		
1419	CALIFORNIA CONTRACT	T1189	Flash lights and tool bag fo	1	09/14/2015	144.60	.00	144.60	50809	09/30/2015
Total 1419:						144.60	.00	144.60		
1430	CASELLE, INC	67543	Contract Support & Mainte	1	09/01/2015	553.67	.00	553.67	50778	09/14/2015
Total 1430:						553.67	.00	553.67		
1460	CHATEAU DRUG	081915	light bulb/batteries	1	08/19/2015	49.95	.00	49.95	50810	09/30/2015
		081915	Elkhorn Springs #3 shower	2	08/19/2015	3.99	.00	3.99	50810	09/30/2015
Total 1460:						53.94	.00	53.94		
1535	COX COMMUNICATIONS	7601.0915	Internet Service 81 Elkhorn	1	09/01/2015	91.13	.00	91.13	50780	09/14/2015
Total 1535:						91.13	.00	91.13		
1560	L. N. CURTIS & SON	3160537-00	1/2 split with Ketchum Tita	1	06/01/2015	210.00	.00	210.00	50835	09/30/2015
Total 1560:						210.00	.00	210.00		
1675	E C POWER SYSTEMS O	237614	City Hall Generator Service	1	08/31/2015	371.74	.00	371.74	50812	09/30/2015
Total 1675:						371.74	.00	371.74		
1681	EAGLE ENGRAVING, INC	2015-1641	collar insignia Lieutenant c	1	06/22/2015	40.95	.00	40.95	50813	09/30/2015
Total 1681:						40.95	.00	40.95		
1780	FIRE ENGINEERING	14519	Fire extinguisher service fo	1	09/16/2015	329.00	.00	329.00	50814	09/30/2015
Total 1780:						329.00	.00	329.00		
1793	FIRE SERVICES OF IDAH	14520	Fire extinguisher service fo	1	09/16/2015	134.00	.00	134.00	50815	09/30/2015
		14521	Fire extinguisher service fo	1	09/16/2015	163.00	.00	163.00	50815	09/30/2015
		14523	Fire extinguisher service fo	1	09/16/2015	396.00	.00	396.00	50815	09/30/2015
Total 1793:						693.00	.00	693.00		
1810	FLOYD LILLY COMPANY	214090	Mag chloride Pump rebuild	1	09/10/2015	28.24	.00	28.24	50816	09/30/2015

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 1810:						28.24	.00	28.24		
1840	GEM STATE PAPER	970903-00	Tissues, bath tissue, knife	1	09/02/2015	300.63	.00	300.63	50819	09/30/2015
Total 1840:						300.63	.00	300.63		
1880	GYM OUTFITTERS	5591	Clean and service all gym	1	09/11/2015	80.00	.00	80.00	50821	09/30/2015
Total 1880:						80.00	.00	80.00		
1950	AC HOUSTON LUMBER C	014-503313	Sheetrock mud for wall at	1	08/28/2015	24.59	.00	24.59	50802	09/30/2015
		014-503313	Training - material for roof t	2	08/28/2015	62.34	.00	62.34	50802	09/30/2015
		014-503313	Trim for radio shelf	3	08/28/2015	3.85	.00	3.85	50802	09/30/2015
Total 1950:						90.78	.00	90.78		
1990	ICRMP	100115.0930	Member Contribution	1	09/01/2015	45,311.00	.00	45,311.00	50824	09/30/2015
Total 1990:						45,311.00	.00	45,311.00		
2025	IDAHO DEPT OF LABOR	072015	Unemployment insurance -	1	07/31/2015	242.03	.00	242.03	50825	09/30/2015
Total 2025:						242.03	.00	242.03		
2055	IDAHO POWER	2202070641.	Juniper/Elkhorn Rd Light	1	09/03/2015	4.55	.00	4.55	50782	09/14/2015
		2221231000.	115 Angani Way 3 /Sun Va	1	08/24/2015	14.70	.00	14.70	50782	09/14/2015
		2221231000.	100 Arrowleaf cell / Sun VA	2	08/24/2015	916.45	.00	916.45	50782	09/14/2015
		2221231000.	104 Grey Eagle	3	08/24/2015	9.53	.00	9.53	50782	09/14/2015
Total 2055:						945.23	.00	945.23		
2125	INTERMOUNTAIN GAS C	1467123000	81 Elkhorn	1	08/25/2015	12.38	.00	12.38	50783	09/14/2015
Total 2125:						12.38	.00	12.38		
2215	JOE'S BACKHOE SERVIC	19045	Installed valley gutter near	1	06/25/2015	7,100.00	.00	7,100.00	50832	09/30/2015
		19478	Grader/Water tank for chip	1	09/03/2015	525.00	.00	525.00	50832	09/30/2015
Total 2215:						7,625.00	.00	7,625.00		
2370	INTEGRATED TECHNOL	30268	Contract base rate and cop	1	08/25/2015	55.00	.00	55.00	50828	09/30/2015
		30831	Copier ink	1	08/31/2015	70.00	.00	70.00	50828	09/30/2015
		30937	Contract base rate and cop	1	08/31/2015	105.03	.00	105.03	50828	09/30/2015
		30941	Contract base rate and cop	1	08/31/2015	28.00	.00	28.00	50828	09/30/2015
		31893	3 different color cartridges f	1	09/14/2015	354.00	.00	354.00	50828	09/30/2015
Total 2370:						612.03	.00	612.03		
2405	LEXISNEXIS MATTHEW B	74548727	(2) 2015 crime and traffic b	1	09/01/2015	134.48	.00	134.48	50836	09/30/2015
Total 2405:						134.48	.00	134.48		
2495	MOORE MEDICAL GROU	17454276	EMS gloves (M, L, XL), syri	1	06/29/2015	421.82	.00	421.82	50838	09/30/2015
		98705494I	Epinephrine 1 mg vial, glov	1	06/29/2015	239.35	.00	239.35	50838	09/30/2015
		98744448I	Epinephrine 1 mg vial for E	1	07/31/2015	65.45	.00	65.45	50838	09/30/2015

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 2495:						726.62	.00	726.62		
2535	NAPA AUTO PARTS	826386	Heater/AC parts for 2006 F	1	09/01/2015	45.95	.00	45.95	50839	09/30/2015
		826719	Heater/AC parts for 2006 F	1	09/03/2015	62.29	.00	62.29	50839	09/30/2015
		827045	Oshkosh plow truck LED h	1	09/08/2015	889.60	.00	889.60	50839	09/30/2015
Total 2535:						997.84	.00	997.84		
2570	NORCO	16716153	Oxygen Cylinder Rental for	1	08/31/2015	119.04	.00	119.04	50840	09/30/2015
Total 2570:						119.04	.00	119.04		
2600	OHIO GULCH TRANSFER	010662/0112	Wood Waste disposal/asph	1	08/27/2015	8.40	.00	8.40	50842	09/30/2015
		010662/0112	Wood Waste disposal	2	08/27/2015	3.00	.00	3.00	50842	09/30/2015
		012452	Clean Wood Waste for the	1	09/14/2015	1.70	.00	1.70	50842	09/30/2015
		012452	Clean Wood Waste for the	2	09/14/2015	2.70	.00	2.70	50842	09/30/2015
Total 2600:						15.80	.00	15.80		
2635	OVERHEAD DOOR CO	334836	Replace rollers on fire bay	1	09/11/2015	192.50	.00	192.50	50843	09/30/2015
Total 2635:						192.50	.00	192.50		
2690	PIPECO,INC.	S2238252.00	Plumbing parts for Mag Clo	1	09/18/2015	18.76	.00	18.76	50844	09/30/2015
Total 2690:						18.76	.00	18.76		
2845	RIVER RUN AUTO	112855	sweeper dust control parts	1	08/22/2015	31.07	.00	31.07	50845	09/30/2015
		112855	Auto fuses	2	08/22/2015	19.96	.00	19.96	50845	09/30/2015
		113978	Small equipment carbureto	1	09/10/2015	35.85	.00	35.85	50845	09/30/2015
Total 2845:						86.88	.00	86.88		
2861	ROAD WORK AHEAD CO	TS-1298	Chip seal traffic control and	1	08/26/2015	7,384.25	.00	7,384.25	50846	09/30/2015
		TS-1330	Chip seal traffic control and	1	08/31/2015	687.50	.00	687.50	50846	09/30/2015
		TS-1371	Traffic control and sign rent	1	09/09/2015	1,044.25	.00	1,044.25	50846	09/30/2015
Total 2861:						9,116.00	.00	9,116.00		
2955	SENTINEL FIRE & SECUR	R4099	Annual Monitoring Fee for	1	06/24/2015	360.00	.00	360.00	50848	09/30/2015
Total 2955:						360.00	.00	360.00		
2980	SIRCHIE FINGERPRINT L	0222900	Fingerprint supplies: latent	1	09/11/2015	361.00	.00	361.00	50851	09/30/2015
		0222900	Fingerprint supplies: Micro	2	09/11/2015	22.50	.00	22.50	50851	09/30/2015
Total 2980:						383.50	.00	383.50		
3045	STATE TAX COMMISSIO	083115	August state tax	1	08/31/2015	8,226.00	.00	8,226.00	50785	09/14/2015
Total 3045:						8,226.00	.00	8,226.00		
3075	SUN VALLEY CLEANERS,	082515	Dry cleaning Police	1	08/27/2005	368.45	.00	368.45	50853	09/30/2015
Total 3075:						368.45	.00	368.45		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
3085	SUN VALLEY GARDEN C	RCPT-84530	104 Grey Eagle grass mow	1	08/31/2015	720.00	.00	720.00	50854	09/30/2015
Total 3085:						720.00	.00	720.00		
3100	SUN VALLEY WATER & S	104 GREY E	Water and sewer charges f	1	09/03/2015	817.32	.00	817.32	50786	09/14/2015
		15.01/9/10/1	Bike Path - North	1	09/01/2015	806.35	.00	806.35	50786	09/14/2015
		16.01/9/10/1	SV Road - Horseman Ctr	1	09/01/2015	1,937.20	.00	1,937.20	50786	09/14/2015
		2201/9/10/11	Elkhorn Fire Station	1	09/01/2015	412.86	.00	412.86	50786	09/14/2015
		ARTS CENT	Arts Center Parcel	1	09/01/2015	1,447.90	.00	1,447.90	50786	09/14/2015
		SV CITY HA	SV City Hall	1	09/01/2015	459.27	.00	459.27	50786	09/14/2015
Total 3100:						5,880.90	.00	5,880.90		
3110	SUNRISE ENVIRO SCIEN	53177	Grime fighter turn out clean	1	08/10/2015	144.10	.00	144.10	50856	09/30/2015
Total 3110:						144.10	.00	144.10		
3112	SUNSEAL ASPHALT MAI	8417	Painting arrows, path cross	1	09/10/2015	674.00	.00	674.00	50857	09/30/2015
Total 3112:						674.00	.00	674.00		
3253	UNITED OIL	806299	Fuel for Police Department	1	08/31/2015	626.48	.00	626.48	50787	09/14/2015
		806300	Fuel for all fire department	1	08/31/2015	797.18	.00	797.18	50861	09/30/2015
		806301	Fuel for street dept. 8/18/1	1	08/31/2015	418.43	.00	418.43	50787	09/14/2015
		807545	Fuel for Police Department	1	09/15/2015	547.91	.00	547.91	50861	09/30/2015
		807547	Fuel for street dept. 9/04/1	1	09/15/2015	225.99	.00	225.99	50861	09/30/2015
Total 3253:						2,615.99	.00	2,615.99		
3290	VALLEY MAINTENANCE	3684-003	Work force housing deep cl	1	09/02/2015	785.00	.00	785.00	50862	09/30/2015
Total 3290:						785.00	.00	785.00		
3355	WELLS FARGO BANK, N.	0052.080115	Century Link - T1 line	1	08/01/2015	391.71	.00	391.71	50872	10/09/2015
		015875	Rock Creek Fire registratio	1	09/15/2015	160.00	.00	160.00	50872	10/09/2015
		082615	Westage LV- deposit for ro	1	08/26/2015	77.28	.00	77.28	50872	10/09/2015
		090115	TransUnion Subscription	1	09/01/2015	3.75	.00	3.75	50872	10/09/2015
		091015	Bigwood - City Council me	1	09/10/2015	104.06	.00	104.06	50872	10/09/2015
		09115	Atkinsons-City Council me	1	09/01/2015	167.56	.00	167.56	50872	10/09/2015
		24992	Conference fee for training	1	09/04/2015	475.00	.00	475.00	50872	10/09/2015
		3401.081315	CenturyLink-City Hall Fax.3	1	08/13/2015	163.28	.00	163.28	50872	10/09/2015
		4438.081315	CenturyLink-City Hall.4438.	1	08/13/2015	515.21	.00	515.21	50872	10/09/2015
		64237	Active 911 yearly	1	08/19/2015	329.00	.00	329.00	50872	10/09/2015
		64237	Uniform cap for asst. chief	2	08/19/2015	84.10	.00	84.10	50872	10/09/2015
		64237	Paypal-Fire instructor 2 cla	3	08/19/2015	450.00	.00	450.00	50872	10/09/2015
		68634597	Northern Tool-grease gun f	1	08/31/2015	250.23	.00	250.23	50872	10/09/2015
		7605.081315	CenturyLink-Police Fax.76	1	08/13/2015	178.83	.00	178.83	50872	10/09/2015
		76144	Lowes/ Light shades for cit	1	09/10/2015	27.75	.00	27.75	50872	10/09/2015
		834622544	Sears-refund for return of 4	1	08/18/2015	164.11-	.00	164.11-	50872	10/09/2015
		91515	Blood work (evidence) for	1	09/15/2015	6.59	.00	6.59	50872	10/09/2015
		9750654332	Verizon-CDD	1	08/13/2015	66.00	.00	66.00	50872	10/09/2015
		9750654332	Verizon-FD	2	08/13/2015	334.57	.00	334.57	50872	10/09/2015
		9750654332	Verizon-AD	3	08/13/2015	140.98	.00	140.98	50872	10/09/2015
		9750654332	Verizon-SD	4	08/13/2015	137.18	.00	137.18	50872	10/09/2015
		9750654332	Verizon-PD	5	08/13/2015	377.17	.00	377.17	50872	10/09/2015
		LBO1129846	Alsco-mats for Streets	1	08/10/2015	26.10	.00	26.10	50872	10/09/2015
		LBO1129846	Alsco-mats for City Hall	1	08/10/2015	23.64	.00	23.64	50872	10/09/2015

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		LBO1129846	Alsco-mats for City Hall	1	08/10/2015	38.60	.00	38.60	50872	10/09/2015
		LBO1129846	Alsco-mats for Fire Dept.	1	08/10/2015	38.81	.00	38.81	50872	10/09/2015
		LBO1130304	Alsco-mats for Streets	1	08/24/2015	26.10	.00	26.10	50872	10/09/2015
		LBO1130305	Alsco mats for PD	1	08/24/2015	23.64	.00	23.64	50872	10/09/2015
		LBO1130305	Alsco-mats for City Hall	1	08/24/2015	38.60	.00	38.60	50872	10/09/2015
		LBO1130305	Alsco-mats for Fire Dept.	1	08/24/2015	33.95	.00	33.95	50872	10/09/2015
		Total 3355:				4,525.58	.00	4,525.58		
3403	WIRTH COMPANY, THE	35756	Plow damage repair for 20	1	09/15/2015	121.71	.00	121.71	50865	09/30/2015
		Total 3403:				121.71	.00	121.71		
3958	BISNETT INSURANCE IN	14987	Notary Bond / Errors & Omi	1	09/08/2015	60.00	.00	60.00	50805	09/30/2015
		Total 3958:				60.00	.00	60.00		
3986	SIDWELL COMMUNICATI	1146	Phone line repair	1	08/31/2015	130.00	.00	130.00	50850	09/30/2015
		Total 3986:				130.00	.00	130.00		
4080	OFFICEBRIGHT, INC	3989	Office cleaning per propos	1	09/21/2015	1,170.00	.00	1,170.00	50841	09/30/2015
		Total 4080:				1,170.00	.00	1,170.00		
4133	COPY & PRINT	66295	Toner Cartridge (black) Pol	1	07/02/2015	83.99	.00	83.99	50811	09/30/2015
		67273	1 case of 81/2 x11 paper fo	1	08/17/2015	50.37	.00	50.37	50811	09/30/2015
		67542	Business cards for Angela	1	09/15/2015	54.99	.00	54.99	50811	09/30/2015
		67753	1 case of 81/2 x11 paper fo	1	09/11/2015	37.99	.00	37.99	50811	09/30/2015
		67862	Hand wipes for fingerprintin	1	09/22/2015	15.18	.00	15.18	50811	09/30/2015
		Total 4133:				242.52	.00	242.52		
4135	NATIONAL BENEFITS AD	CP112117	Payment for HRA claims	1	08/31/2015	1,722.80	.00	1,722.80	50784	09/14/2015
		CP112117	Payment for HRA claims	2	08/31/2015	293.67	.00	293.67	50784	09/14/2015
		CP112117	Payment for HRA claims	3	08/31/2015	12.43	.00	12.43	50784	09/14/2015
		CP112117	Payment for HRA claims	4	08/31/2015	18.00	.00	18.00	50784	09/14/2015
		Total 4135:				2,046.90	.00	2,046.90		
4241	FRANCO, RAY	082815	Reimbursement to Ray Fra	1	08/28/2015	225.33	.00	225.33	50817	09/30/2015
		Total 4241:				225.33	.00	225.33		
4243	KETCHUM COMPUTERS	11966	Computer Support - 8/15/1	1	09/01/2015	437.50	.00	437.50	50833	09/30/2015
		12011	Computer Support - 9/1/15-	1	09/17/2015	281.25	.00	281.25	50833	09/30/2015
		Total 4243:				718.75	.00	718.75		
4293	KING, ADAM ATTORNEY	92484	Legal Services - Confidenti	1	09/24/2015	647.50	.00	647.50	50834	09/30/2015
		92485	Legal Services - Confidenti	1	09/24/2015	2,467.50	.00	2,467.50	50834	09/30/2015
		92486	Legal Services - Public Mat	1	09/24/2015	560.00	.00	560.00	50834	09/30/2015
		Total 4293:				3,675.00	.00	3,675.00		
4364	AK PEST MANAGEMENT	3037	Weed abatement	1	08/27/2015	3,875.00	.00	3,875.00	50803	09/30/2015

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 4364:						3,875.00	.00	3,875.00		
4386	ROBRAHN, TAAN	99395020	Reimbursement for parts o	1	08/26/2015	192.19	.00	192.19	50847	09/30/2015
Total 4386:						192.19	.00	192.19		
4403	GREAT AMERICA FINAN	17487381	Copier lease	1	08/31/2015	251.00	.00	251.00	50781	09/14/2015
		17487382	Copier lease - Police	1	08/31/2015	141.00	.00	141.00	50781	09/14/2015
Total 4403:						392.00	.00	392.00		
4458	FREIGHTLINER OF IDAH	176014	Oshkosh air comp. parts	1	08/31/2015	29.92	.00	29.92	50818	09/30/2015
		177076	Oshkosh transfer case oil	1	09/22/2015	86.45	.00	86.45	50818	09/30/2015
Total 4458:						116.37	.00	116.37		
4467	SUN VALLEY MARKETIN	JUL	July 2015 - per contract 20	1	07/31/2015	68,001.04	.00	68,001.04	50855	09/30/2015
Total 4467:						68,001.04	.00	68,001.04		
4503	CENTURYLINK	9919-0815	Frame Relay / Police Dept.	1	08/11/2015	261.19	.00	261.19	50779	09/14/2015
Total 4503:						261.19	.00	261.19		
4536	MOFFATT THOMAS	205102	Legal Services and Costs t	1	09/21/2015	660.00	.00	660.00	50837	09/30/2015
Total 4536:						660.00	.00	660.00		
4569	SHERWIN WILLIAMS	1405-9	Paint for fire hydrants	1	09/01/2015	30.33	.00	30.33	50849	09/30/2015
Total 4569:						30.33	.00	30.33		
4572	WHITE CLOUD COMMUNI	82328	Narrow band radios for stre	1	08/17/2015	80.00	.00	80.00	50864	09/30/2015
Total 4572:						80.00	.00	80.00		
4576	WALLS, ANGELA	101215	Travel advance for Caselle	1	10/09/2015	479.78	.00	479.78	50871	10/09/2015
Total 4576:						479.78	.00	479.78		
4598	TREASURE VALLEY COF	2160:041938	Coffee for all departments	1	09/15/2015	12.05	.00	12.05	50859	09/30/2015
		2160:041938	Coffee for all departments	2	09/15/2015	12.05	.00	12.05	50859	09/30/2015
		2160:041938	Coffee for all departments	3	09/15/2015	12.05	.00	12.05	50859	09/30/2015
		2160:041938	Coffee for all departments	4	09/15/2015	12.05	.00	12.05	50859	09/30/2015
		2160:041938	Coffee for all departments	5	09/15/2015	12.05	.00	12.05	50859	09/30/2015
Total 4598:						60.25	.00	60.25		
4611	TEAM EAGLE	15693	Oshkosh air valves and sol	1	09/01/2015	766.11	.00	766.11	50858	09/30/2015
Total 4611:						766.11	.00	766.11		
4631	INREACH	DL08552408	Monthly dues	1	09/07/2015	91.80	.00	91.80	50827	09/30/2015
Total 4631:						91.80	.00	91.80		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
4679	SUN VALLEY AIR SERVIC	JULY 2015	Direct cost deduction	1	09/14/2015	512.69-	.00	512.69-	50790	09/14/2015
		JULY 2015	July 2015 1% Air Service L	2	09/14/2015	96,435.96	.00	96,435.96	50790	09/14/2015
Total 4679:						95,923.27	.00	95,923.27		
4680	BUTTERFIELD, CHARLES	091615	Per Diem Reimbursement	1	09/16/2015	266.25	.00	266.25	50774	09/11/2015
		091615	Reimbursement cab fare a	2	09/16/2015	59.18	.00	59.18	50808	09/30/2015
Total 4680:						325.43	.00	325.43		
4683	JEROME PETERBILT	146408	3 fire filters for wildland truc	1	06/22/2015	43.02	.00	43.02	50830	09/30/2015
Total 4683:						43.02	.00	43.02		
4700	UL LLC	7202008865	Ladder truck inspection an	1	06/17/2015	2,098.66	.00	2,098.66	50860	09/30/2015
Total 4700:						2,098.66	.00	2,098.66		
4721	JIM FREEMAN LANDSCA	090215	Irrigation repair/shoulder w	1	09/02/2015	101.00	.00	101.00	50831	09/30/2015
Total 4721:						101.00	.00	101.00		
4742	WEBER, ALISSA	091515	Payment for travel to AIC C	1	09/15/2015	304.11	.00	304.11	50788	09/14/2015
Total 4742:						304.11	.00	304.11		
4746	HILL, JEFFREY	082915	Airport Parking 8/29 to 9/4	1	08/29/2015	80.50	.00	80.50	50823	09/30/2015
Total 4746:						80.50	.00	80.50		
4766	Wayt, Rachel	090215	NIBRS training 1 day class	1	09/02/2015	107.86	.00	107.86	50777	09/11/2015
Total 4766:						107.86	.00	107.86		
4767	Wood River Land Trust	2015	2015 Trout Friendly Partne	1	09/01/2015	200.00	.00	200.00	50866	09/30/2015
Total 4767:						200.00	.00	200.00		
4769	Weidner Fire	109544	Gear bags for turn outs fire	1	08/25/2015	489.70	.00	489.70	50863	09/30/2015
		109656	1 1inch ball valve nozzle a	1	09/04/2015	933.00	.00	933.00	50863	09/30/2015
Total 4769:						1,422.70	.00	1,422.70		
4770	Sun Valley Center for the A	CITYOFSV	Sponsorship of the 2015 S	1	08/31/2015	2,000.00	.00	2,000.00	50852	09/30/2015
Total 4770:						2,000.00	.00	2,000.00		
4771	Hall Render Killian Heath &	318720	Evaluating confidential lega	1	09/18/2015	930.00	.00	930.00	50822	09/30/2015
Total 4771:						930.00	.00	930.00		
Grand Totals:						293,349.27	.00	293,349.27		

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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Report Criteria:
Detail report type printed

CITY OF SUN VALLEY
 COMBINED CASH INVESTMENT
 SEPTEMBER 30, 2015

DRAFT

COMBINED CASH ACCOUNTS

01-102-000	CASH-CHECKING-GEN-WELLS FARGO	160,774.55
01-102-003	CREDIT CARD-GEN-WELLS FARGO	939.81
01-103-000	PETTY CASH	134.00
01-110-100	RETURNED CHECKS CLEARING	10.00
01-110-200	BUSINESS TAX CLEARING	(2,565.99)
01-151-000	INVESTEMENT - IDAHO STATE POOL	3,162,945.54
01-151-002	FAIRWAY BOND - ID INVEST POOL	3,585.82
01-151-008	INVESTEMENT - WELLS FARGO	500,000.00
	TOTAL COMBINED CASH	3,825,823.73
01-101-000	CASH ALLOCATED TO OTHER FUNDS	(3,825,823.73)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,988,026.90
29	ALLOCATION TO FIXED ASSET REPLACEMENT FUND	(750,799.14)
30	ALLOCATION TO DEBT SERVICE FUND	9,521.91
40	ALLOCATION TO LAND ACQUISITION FUND	371,763.43
42	ALLOCATION TO WORKFORCE HOUSING FUND	154,403.73
50	ALLOCATION TO CAPITAL IMPROVEMENT FUND	(54,274.11)
52	ALLOCATION TO SPF	107,181.01
	TOTAL ALLOCATIONS TO OTHER FUNDS	3,825,823.73
	ALLOCATION FROM COMBINED CASH FUND - 01-101000	(3,825,823.73)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

FRASO

CITY OF SUN VALLEY
BALANCE SHEET
SEPTEMBER 30, 2015

GENERAL FUND

ASSETS

10-101-000	CASH - COMBINED FUND	3,988,026.90	
10-105-000	TAXES RECEIVABLE - CURRENT	30,456.00	
10-107-000	TAXES RECEIVABLE - DELINQUENT	616.65	
10-108-000	LOCAL OPTION TAXES- RECEIVABLE	98,459.45	
10-115-000	OTHER ACCOUNTS RECEIVABLE	5,272.54	
10-120-000	DUE FROM OTHER GOVERNMENTS	175,341.00	
	TOTAL ASSETS		<u>4,298,172.54</u>

LIABILITIES AND EQUITY

LIABILITIES

10-203-000	ACCOUNTS PAYABLE	155,283.38	
10-213-000	SALES TAX PAYABLE	36,673.28	
10-216-000	SALARIES & WAGES PAYABLE	30,977.25	
10-217-100	FICA PAYABLE	(3,706.07)	
10-217-200	FEDERAL WITHHOLDING PAYABLE	4,861.91	
10-217-300	STATE WITHHOLDING PAYABLE	10,078.00	
10-217-400	WORKERS COMPENSATION PAYABLE	28,577.95	
10-217-450	RETIREMENT (PERS) PAYABLE	1,385.86	
10-217-550	HEALTH INSURANCE PAYABLE	(2,478.43)	
10-217-600	LIFE INSURANCE PAYABLE	(651.39)	
10-217-700	GARNISHMENT PAYABLE	(2,285.04)	
10-217-750	EVENT PERMIT DEPOSIT PAYABLE	960.00	
10-217-900	FLEX SPENDING PAYABLE	1,150.00	
10-225-100	DEFERRED REVENUE - TAXES, PROP	18,927.77	
	TOTAL LIABILITIES		279,754.47

FUND EQUITY

10-260-000	FUND BALANCE - RESERVED	1,271,633.00	
	UNAPPROPRIATED FUND BALANCE:		
10-271-000	FUND BALANCE - BEGINNING OF YR	2,399,260.36	
	REVENUE OVER EXPENDITURES - YTD	<u>347,524.71</u>	
	BALANCE - CURRENT DATE		<u>2,746,785.07</u>
	TOTAL FUND EQUITY		<u>4,018,418.07</u>
	TOTAL LIABILITIES AND EQUITY		<u>4,298,172.54</u>

CITY OF SUN VALLEY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEARNED	PCNT
<u>GENERAL PROPERTY TAXES</u>						
10-311-100 GENERAL PROPERTY TAXES REAL	5,182.35	2,438,045.39	2,389,998.00	(	48,047.39)	102.0
10-311-200 GEN PROP TAX - NEW CONSTRUCT	.00	.00	29,282.00		29,282.00	.0
10-311-300 PROPERTY TAXES INTEREST&PENALTY	698.65	8,098.40	7,000.00	(	1,098.40)	115.7
TOTAL GENERAL PROPERTY TAXES	5,881.00	2,446,143.79	2,426,280.00	(	19,863.79)	100.8
<u>LOCAL OPTION TAXES</u>						
10-313-100 LOCAL OPTION TAX - LIQUOR 3%	14,744.96	68,850.86	66,000.00	(	2,850.86)	104.3
10-313-200 LOCAL OPTION TAX - LODGING 3%	80,047.00	459,413.30	446,000.00	(	13,413.30)	103.0
10-313-300 LOCAL OPTION TAX - RETAIL 3%	104,283.83	682,418.68	715,000.00		32,581.32	95.4
10-313-600 LOCAL OPTION TAX - AIR SER 1%	71,201.76	460,034.74	409,000.00	(	51,034.74)	112.5
10-313-700 PENALTIES & INTEREST - L.O.T.	.00	442.40	500.00		57.60	88.5
TOTAL LOCAL OPTION TAXES	270,277.55	1,671,159.98	1,638,500.00	(	34,659.98)	102.1
<u>BUSINESS & FRANCHISE TAXES</u>						
10-316-110 GAS FRANCHISE	351.25	61,518.93	60,000.00	(	1,518.93)	102.5
10-316-120 CABLE FRANCHISE	.00	55,197.69	57,000.00		1,802.31	96.8
TOTAL BUSINESS & FRANCHISE TAXES	351.25	116,716.62	117,000.00		283.38	99.8
<u>BUSINESS LICENSES & PERMITS</u>						
10-321-100 BEER, LIQUOR & WINE LICENSES	.00	2,620.00	2,000.00	(	620.00)	131.0
10-321-200 MUNICIPAL TAX PERMITS	10.00	1,725.90	600.00	(	1,125.90)	287.7
10-321-300 TEMP MUNICIPAL TAX PERMITS	.00	.00	2,000.00		2,000.00	.0
TOTAL BUSINESS LICENSES & PERMITS	10.00	4,345.90	4,600.00		254.10	94.5
<u>NON-BUSINESS LICENSES & PERMIT</u>						
10-322-110 BUILDING PERMITS	52,821.91	186,962.62	175,000.00	(	11,962.62)	106.8
TOTAL NON-BUSINESS LICENSES & PERMIT	52,821.91	186,962.62	175,000.00	(	11,962.62)	106.8
<u>STATE OF IDAHO SHARED REVENUES</u>						
10-335-100 STATE LIQUOR APPORTIONMENT	.00	2,212.52	2,208.00	(	4.52)	100.2
10-335-500 STATE SALES TAX	.00	625,464.36	689,820.00		64,355.64	90.7
TOTAL STATE OF IDAHO SHARED REVENUES	.00	627,676.88	692,028.00		64,351.12	90.7

CITY OF SUN VALLEY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL GOVERNMENT</u>					
10-341-100 ENGINEERING REIMBURSABLES	2,880.00	4,750.00	7,000.00	2,250.00	67.9
10-341-110 APPLICATION FEES	625.00	10,164.06	10,000.00	(164.06)	101.6
TOTAL GENERAL GOVERNMENT	3,505.00	14,914.06	17,000.00	2,085.94	87.7
<u>FINES</u>					
10-361-901 TRAFFIC FINES	153.00	1,080.00	900.00	(180.00)	120.0
10-361-902 MOTOR VEHICLE TAX	100.80	4,791.15	6,000.00	1,208.85	79.9
TOTAL FINES	253.80	5,871.15	6,900.00	1,028.85	85.1
<u>INTEREST EARNINGS</u>					
10-371-100 INTEREST REVENUES	503.59	5,309.49	4,600.00	(709.49)	115.4
TOTAL INTEREST EARNINGS	503.59	5,309.49	4,600.00	(709.49)	115.4
<u>MISCELLANEOUS</u>					
10-379-252 POLICE TRUST ACCOUNT	.00	16,733.90	17,000.00	266.10	98.4
10-379-260 FIRE TRUST ACCOUNT	.00	8,500.00	8,500.00	.00	100.0
10-379-300 OTHER REVENUES	4,125.25	56,333.07	37,000.00	(19,333.07)	152.3
10-379-301 WILDLAND REIMBURSEMENTS	.00	36,168.58	20,000.00	(16,168.58)	180.8
TOTAL MISCELLANEOUS	4,125.25	117,735.55	82,500.00	(35,235.55)	142.7
TOTAL FUND REVENUE	337,729.35	5,196,836.04	5,162,408.00	(34,428.04)	100.7

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-411-110 SALARIES AND WAGES	5,218.50	54,927.89	69,000.00	14,072.11	79.6
10-411-210 FICA CONTRIBUTION	303.94	3,409.78	5,279.00	1,869.22	64.6
10-411-220 RETIREMENT CONTRIBUTION	537.70	5,999.60	7,811.00	1,811.40	76.8
10-411-240 WORKERS COMPENSATION	11.88	132.56	235.00	102.44	56.4
10-411-250 HEALTH INSURANCE	2,628.82	25,365.65	49,959.00	24,593.35	50.8
10-411-429 PROFESSIONAL FEES	660.00	21,742.15	11,000.00	(10,742.15)	197.7
10-411-450 QUARTERLY NEWSLETTERS	.00	.00	10,000.00	10,000.00	.0
10-411-474 TRAVEL FOR LEGAL PROCEEDINGS	.00	70.00	5,000.00	4,930.00	1.4
10-411-475 MEETINGS, CONVENTIONS & CONF.	.00	1,369.75	5,000.00	3,630.25	27.4
10-411-476 CITY FUNCTIONS	.00	211.96	2,700.00	2,488.04	7.9
10-411-689 MARKETING SERVICES	176,680.64	296,680.64	300,000.00	3,319.36	98.9
10-411-692 ECONOMIC DEV/CULTURAL INFO SER	(11,211.07)	8,500.00	8,500.00	.00	100.0
10-411-694 PUBLIC TRANSIT SERVICES	.00	252,000.00	250,000.00	(2,000.00)	100.8
10-411-699 ECON DEVEL-SPECIAL EVENT FUND	5,200.00	15,200.00	25,000.00	9,800.00	60.8
10-411-740 OFFICE FURNITURE & EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
10-411-850 AIR SERVICE 1% LOT	95,923.27	457,395.06	403,674.00	(53,721.06)	113.3
TOTAL LEGISLATIVE	275,953.68	1,143,005.04	1,154,658.00	11,652.96	99.0

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-415-110 SALARIES AND WAGES	23,415.40	313,260.28	319,210.00	5,949.72	98.1
10-415-210 FICA CONTRIBUTION	1,734.65	23,414.04	24,420.00	1,005.96	95.9
10-415-220 RETIREMENT CONTRIBUTION	2,620.34	35,338.45	36,135.00	796.55	97.8
10-415-240 WORKERS COMPENSATION	192.47	2,986.55	3,000.00	13.45	99.6
10-415-250 HEALTH INSURANCE	4,180.37	35,301.97	44,580.00	9,278.03	79.2
10-415-260 LIFE INSURANCE	110.40	1,636.45	2,160.00	523.55	75.8
10-415-280 STATE UNEMPLOYMENT	242.03	373.53	200.00	(173.53)	186.8
10-415-310 OFFICE SUPPLIES	646.27	12,353.17	12,500.00	146.83	98.8
10-415-315 JANITORIAL SUPPLIES	213.73	865.41	1,200.00	334.59	72.1
10-415-350 MOTOR FUELS & LUBRICANTS	.00	39.66	200.00	160.34	19.8
10-415-370 POSTAGE	.00	878.65	1,000.00	121.35	87.9
10-415-420 PROFESSIONAL FEES	142.00	2,505.45	4,000.00	1,494.55	62.6
10-415-421 AUDIT	.00	14,000.00	14,000.00	.00	100.0
10-415-425 ATTORNEY FEES	7,177.35	36,591.84	50,000.00	13,408.16	73.2
10-415-426 ATTORNEY FEES-SPECIAL COUNSEL	930.00	1,205.00	20,000.00	18,795.00	6.0
10-415-427 COMPUTER CONSULTANTS	718.75	21,385.42	30,000.00	8,614.58	71.3
10-415-435 WEBSITE	.00	450.00	1,000.00	550.00	45.0
10-415-440 ADVERTISING & LEGAL PUBLISHING	.00	1,000.33	4,500.00	3,499.67	22.2
10-415-465 INSURANCE - LIABILITY FUND	45,311.00	82,194.50	78,767.00	(3,427.50)	104.4
10-415-470 TRAVEL, TRAINING & MEETINGS	779.11	5,953.98	8,000.00	2,046.02	74.4
10-415-476 CITY FUNCTIONS	.00	5,345.56	7,500.00	2,154.44	71.3
10-415-480 DUES/SUBSCRIPTIONS/MEMBERSHIPS	553.67	10,422.24	10,623.00	200.76	98.1
10-415-500 CUSTODIAL & CLEANING SERVICES	1,170.00	14,040.00	15,000.00	960.00	93.6
10-415-510 TELEPHONE & COMMUNICATIONS	8,830.75	21,040.06	15,000.00	(6,040.06)	140.3
10-415-521 UTILITIES	5,606.01	26,230.88	30,000.00	3,769.12	87.4
10-415-540 RENTAL - OFFICE FURN & EQUIP	1,098.47	4,557.85	3,900.00	(657.85)	116.9
10-415-580 REPAIR/MAINT - OFFICE FURN/EQ	.00	.00	1,000.00	1,000.00	.0
10-415-585 REPAIR & MAINT - BUILDINGS	.00	1,512.36	2,000.00	487.64	75.6
10-415-590 REPAIR/MAINT - GROUNDS	.00	.00	500.00	500.00	.0
10-415-600 REPAIR/MAINT - AUTOMOTIVE EQ	.00	5.50	500.00	494.50	1.1
10-415-680 BANK CHARGES	.00	1,330.62	1,800.00	469.38	73.9
10-415-740 OFFICE EQPMT, COMPUTER EQPMT	.00	5,840.88	20,932.00	15,091.12	27.9
TOTAL ADMINISTRATION	105,672.77	682,060.63	763,627.00	81,566.37	89.3

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-418-110 SALARIES AND WAGES	18,344.54	198,905.81	152,576.00	(46,329.81)	130.4
10-418-140 SALARIES AND WAGES-TEMP EMPLOY	1,435.71	21,446.43	41,230.00	19,783.57	52.0
10-418-210 FICA CONTRIBUTION	1,574.90	17,735.49	14,826.00	(2,909.49)	119.6
10-418-220 RETIREMENT CONTRIBUTION	2,630.65	22,998.04	17,272.00	(5,726.04)	133.2
10-418-240 WORKERS COMPENSATION	239.89	2,551.91	2,700.00	148.09	94.5
10-418-250 HEALTH INSURANCE	1,583.96	17,765.70	28,534.00	10,768.30	62.3
10-418-285 EXPENSE REIMBURSEMENT	1,703.08	25,478.18	21,000.00	(4,478.18)	121.3
10-418-290 PLANNING BUS EXP	.00	267.97	1,000.00	732.03	26.8
10-418-310 OFFICE SUPPLIES	12.05	2,756.95	4,500.00	1,743.05	61.3
10-418-320 OPERATING SUPPLIES	.00	449.36	.00	(449.36)	.0
10-418-350 MOTOR FUELS & LUBRICANTS	.00	555.62	3,000.00	2,444.38	18.5
10-418-420 PROFESSIONAL FEES	817.32	3,152.79	10,000.00	6,847.21	31.5
10-418-422 ENGINEERING	.00	4,058.29	10,000.00	5,941.71	40.6
10-418-423 CONTRACT LABOR	.00	21,924.92	31,000.00	9,075.08	70.7
10-418-437 COMP PLAN	.00	615.60	5,000.00	4,384.40	12.3
10-418-440 ADVERTISING & LEGAL PUBLISHING	.00	7,172.72	10,000.00	2,827.28	71.7
10-418-470 TRAVEL, TRAINING & MEETINGS	80.50	5,653.97	7,000.00	1,346.03	80.8
10-418-480 DUES/SUBSCRIPTIONS/MEMBERSHIPS	.00	510.00	2,000.00	1,490.00	25.5
10-418-510 TELEPHONE & COMMUNICATIONS	.00	555.37	1,500.00	944.63	37.0
10-418-600 REPAIR/MAINT - AUTOMOTIVE EQ	.00	252.18	3,000.00	2,747.82	8.4
10-418-740 OFFICE FURNITURE & EQUIPMENT	.00	2,832.29	3,400.00	767.71	77.4
TOTAL COMMUNITY DEVELOPMENT	28,422.60	357,439.59	369,538.00	12,098.41	96.7
<u>OTHER GENERAL GOVERNMENT</u>					
10-419-800 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
10-419-949 TRANSFERS OUT TO UNASSIGN FB	.00	.00	87,486.00	87,486.00	.0
TOTAL OTHER GENERAL GOVERNMENT	.00	.00	187,486.00	187,486.00	.0

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
POLICE DEPARTMENT						
10-421-110 SALARIES AND WAGES	54,868.70	680,495.10	674,901.00	(	5,594.10)	100.8
10-421-122 OVERTIME SALARIES	2,181.68	25,828.12	30,000.00		4,171.88	86.1
10-421-210 FICA CONTRIBUTION	4,232.53	52,711.17	53,925.00		1,213.83	97.8
10-421-220 RETIREMENT CONTRIBUTION	5,608.25	70,645.03	82,191.00		11,545.97	86.0
10-421-240 WORKERS COMPENSATION	1,747.95	21,741.32	21,000.00	(	741.32)	103.5
10-421-250 HEALTH INSURANCE	8,459.67	103,807.13	122,315.00		18,507.87	84.9
10-421-310 OFFICE SUPPLIES	634.22	3,381.27	2,400.00	(	981.27)	140.9
10-421-315 JANITORIAL SUPPLIES	.00	476.23	750.00		273.77	63.5
10-421-320 OPERATING SUPPLIES	.00	1,142.28	2,500.00		1,357.72	45.7
10-421-321 POLICE TRUST ACCOUNT	.00	4,573.00	5,000.00		427.00	91.5
10-421-340 MINOR EQUIPMENT	928.94	7,637.10	8,000.00		362.90	95.5
10-421-345 SAFETY EQUIPMENT	134.00	175.70	150.00	(	25.70)	117.1
10-421-347 RECORDS MGT SYSEM-POL/FIRE	.00	20,443.00	20,443.00		.00	100.0
10-421-348 COMM-POLICE/FIRE DISPATCH	261.19	93,532.65	95,728.00		2,195.35	97.7
10-421-350 MOTOR FUELS & LUBRICANTS	1,174.39	10,938.77	12,000.00		1,061.23	91.2
10-421-370 POSTAGE	.00	260.68	300.00		39.32	86.9
10-421-424 MEDICAL SERVICES	.00	.00	250.00		250.00	.0
10-421-426 INVESTIGATIVE EXPERT SERVICES	.00	14.00	500.00		486.00	2.8
10-421-428 PROSECUTION OF MISDEMEANORS	.00	11,950.50	23,901.00		11,950.50	50.0
10-421-470 TRAVEL, TRAINING & MEETINGS	107.86	10,904.29	10,000.00	(	904.29)	109.0
10-421-480 DUES/SUBSCRIPTIONS/MEMBERSHIPS	.00	5,360.50	4,159.00	(	1,201.50)	128.9
10-421-493 PHYSICAL EXAMINATIONS	.00	303.00	303.00		.00	100.0
10-421-510 TELEPHONE & COMMUNICATIONS	.00	3,951.65	5,600.00		1,648.35	70.6
10-421-575 EQUIPMENT PURCHASE-NON CAPITAL	.00	2,187.00	.00	(	2,187.00)	.0
10-421-595 REPAIR & MAINT - EQUIPMENT	.00	702.48	1,000.00		297.52	70.3
10-421-600 REPAIR/MAINT - AUTOMOTIVE EQ	.00	8,262.62	5,500.00	(	2,762.62)	150.2
10-421-610 REPAIR/MAINT - OTHER	.00	1,399.83	1,700.00		300.17	82.3
10-421-615 REPAIR/MAINT - RADIO SERVICE	.00	3,095.00	3,215.00		120.00	96.3
10-421-630 LAUNDRY	714.65	3,078.59	2,250.00	(	828.59)	136.8
10-421-665 UNIFORMS - POLICE	.00	2,660.60	4,500.00		1,839.40	59.1
10-421-740 OFFICE FURNITURE & EQUIPMENT	.00	14,113.46	14,113.00	(	.46)	100.0
10-421-745 EQUIPMENT - SHARED	.00	3,444.70	.00	(	3,444.70)	.0
10-421-753 RADIOS-HANDHELD	246.85	4,086.85	5,400.00		1,313.15	75.7
10-421-770 ANIMAL CONTROL	.00	2,000.00	2,500.00		500.00	80.0
TOTAL POLICE DEPARTMENT	81,300.88	1,175,303.62	1,216,494.00		41,190.38	96.6

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
FIRE DEPARTMENT						
10-423-110 SALARIES AND WAGES - FTE	27,609.40	369,757.15	352,466.00	(	17,291.15)	104.9
10-423-120 WAGES - ON CALL FF	7,468.00	78,998.00	87,050.00		8,052.00	90.8
10-423-122 OVERTIME SALARIES	797.43	10,038.57	10,000.00	(	38.57)	100.4
10-423-130 WAGES- WILDLAND	60,371.31	100,426.60	10,000.00	(	90,426.60)	1004.3
10-423-140 WAGES-TEMP EMPLOYEE	471.09	9,274.21	6,000.00	(	3,274.21)	154.6
10-423-210 FICA CONTRIBUTION	7,312.43	43,045.25	36,270.00	(	6,775.25)	118.7
10-423-220 RETIREMENT CONTRIBUTION	6,993.13	51,375.13	43,266.00	(	8,109.13)	118.7
10-423-240 WORKERS COMP & SUPPLMTL ACCDT	3,391.40	24,528.28	18,000.00	(	6,528.28)	136.3
10-423-250 HEALTH INSURANCE	4,652.45	52,763.02	83,388.00		30,624.98	63.3
10-423-310 OFFICE SUPPLIES	423.31	3,780.16	2,200.00	(	1,580.16)	171.8
10-423-315 JANITORIAL SUPPLIES	33.95	1,003.59	1,000.00	(	3.59)	100.4
10-423-320 OPERATING SUPPLIES	772.86	4,835.94	5,000.00		164.06	96.7
10-423-321 FIRE TRUST ACCOUNT	.00	1,144.15	1,200.00		55.85	95.4
10-423-325 MEDICAL SAFETY SUPPLIES	1,785.23	8,470.98	10,000.00		1,529.02	84.7
10-423-340 MINOR TOOLS	.00	205.38	3,200.00		2,994.62	6.4
10-423-350 MOTOR FUELS & LUBRICANTS	356.37	10,927.18	12,000.00		1,072.82	91.1
10-423-360 MOTOR FUELS & LUBRICANTS - WLF	797.18	1,595.00	5,000.00		3,405.00	31.9
10-423-470 TRAVEL, TRAINING & MEETINGS	861.45	32,668.58	31,600.00	(	1,068.58)	103.4
10-423-480 DUES/SUBSCRIPTIONS/MEMBERSHIPS	551.80	6,380.18	5,200.00	(	1,180.18)	122.7
10-423-510 TELEPHONE & COMMUNICATIONS	290.33	4,725.28	9,300.00		4,574.72	50.8
10-423-555 RENTAL - EQUIPMENT	30.33	30.33	2,500.00		2,469.67	1.2
10-423-570 RENTAL - OTHER	.00	.00	1,500.00		1,500.00	.0
10-423-576 TURNOUTS- REPLACEMENT & MAINT.	1,179.64	27,296.68	25,500.00	(	1,796.68)	107.1
10-423-580 REPAIR/MAINT - OFFICE FURN/EQ	.00	185.99	110.00	(	75.99)	169.1
10-423-585 REPAIR/MAINT - BUILDINGS	1,339.38	4,193.70	5,000.00		806.30	83.9
10-423-590 REPAIR/MAINT - GROUNDS	80.00	3,823.59	7,000.00		3,376.41	51.8
10-423-591 WILDLAND EQUIP REIMB	3,414.63	3,829.11	.00	(	3,829.11)	.0
10-423-595 REPAIR & MAINT - EQUIPMENT	3,284.68	23,130.09	23,500.00		369.91	98.4
10-423-600 REPAIR/MAINT - AUTOMOTIVE EQ	3,170.92	21,795.94	24,900.00		3,104.06	87.5
10-423-615 REPAIR/MAINT - RADIO SERVICE	682.21	10,423.55	9,000.00	(	1,423.55)	115.8
10-423-630 LAUNDRY	144.10	152.55	1,500.00		1,347.45	10.2
10-423-631 UNIFORMS	40.95	9,104.07	10,000.00		895.93	91.0
10-423-635 COM AT RISK FIRE GRANT PROJECT	.00	4,283.18	5,000.00		716.82	85.7
10-423-740 OFFICE FURNITURE & EQUIPMENT	.00	2,835.56	5,900.00		3,064.44	48.1
10-423-910 TRAVEL & TRAINING - CE	.00	.00	3,500.00		3,500.00	.0
10-423-920 OFC/OPERATING SUPPLIES - CE	.00	336.40	1,165.00		828.60	28.9
10-423-930 TOOLS & SUPPLIES - CE	.00	.00	250.00		250.00	.0
TOTAL FIRE DEPARTMENT	138,305.96	927,163.37	858,465.00	(	68,698.37)	108.0

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PCNT
STREET DEPARTMENT						
10-431-110 SALARIES AND WAGES	16,349.86	211,288.48	200,745.00	(	10,543.48)	105.3
10-431-120 SALARIES & WAGES - PART TIME	.00	630.00	1,000.00		370.00	63.0
10-431-210 FICA CONTRIBUTION	1,173.72	15,448.17	16,091.00		642.83	96.0
10-431-220 RETIREMENT CONTRIBUTION	1,812.86	23,699.02	23,698.00	(	1.02)	100.0
10-431-240 WORKERS COMPENSATION	858.64	11,224.54	12,000.00		775.46	93.5
10-431-250 HEALTH INSURANCE	3,830.19	39,601.54	45,356.00		5,754.46	87.3
10-431-310 OFFICE SUPPLIES	12.05	12.05	.00	(	12.05)	.0
10-431-315 JANITORIAL SUPPLIES & LAUNDRY	.00	.00	300.00		300.00	.0
10-431-320 OPERATING SUPPLIES	896.72	3,517.65	4,000.00		482.35	87.9
10-431-340 TOOLS & EQUIPMENT	2,375.67	3,404.40	2,000.00	(	1,404.40)	170.2
10-431-345 SAFETY EQUIPMENT	135.08	331.49	350.00		18.51	94.7
10-431-350 MOTOR FUELS & LUBRICANTS	1,167.63	10,487.95	12,000.00		1,512.05	87.4
10-431-440 ADVERTISING & LEGAL PUBLISHING	.00	.00	500.00		500.00	.0
10-431-470 TRAVEL, TRAINING & MEETINGS	.00	4,973.98	5,500.00		526.02	90.4
10-431-510 TELEPHONE SERVICE	.00	1,230.79	1,200.00	(	30.79)	102.6
10-431-536 SANDING/MAG CHLORIDE	47.00	11,808.88	14,000.00		2,191.12	84.4
10-431-555 RENTAL - EQUIPMENT	.00	13.31	1,000.00		986.69	1.3
10-431-591 REPAIR/MAINT/CLEANING-STREETS	.00	3,982.46	4,500.00		517.54	88.5
10-431-592 STRIPING	11,714.00	23,417.03	29,000.00		5,582.97	80.8
10-431-595 REPAIR/MAINT - LARGE EQUIPMENT	1,549.88	13,906.07	12,500.00	(	1,406.07)	111.3
10-431-596 REPAIR/MAINT - SMALL EQUIP	54.84	329.84	1,000.00		670.16	33.0
10-431-600 REPAIR/MAINT - AUTO EQUIP	1,331.89	8,624.67	7,000.00	(	1,624.67)	123.2
10-431-610 REPAIR/MAINT - MISC	.00	540.94	500.00	(	40.94)	108.2
10-431-614 REPAIR/MAINT-BUILDING	1,469.22	11,352.62	12,000.00		647.38	94.6
10-431-620 LANDSCAPE SERVICES	191.13	3,134.91	5,000.00		1,865.09	62.7
10-431-621 NOXIOUS WEED CONTROL	3,875.00	12,140.22	14,000.00		1,859.78	86.7
10-431-631 UNIFORMS	.00	733.28	1,100.00		366.72	66.7
10-431-740 OFFICE FURNITURE & EQUIPMENT	145.55	584.65	1,800.00		1,215.35	32.5
10-431-780 ROADS & PATHS MAINT. PROGRAM	48,825.01	141,926.54	180,000.00		38,073.46	78.9
10-431-790 LAND MAINTENANCE 5 ACRE PARCEL	904.50	1,540.41	1,000.00	(	540.41)	154.0
10-431-800 104 GREY EAGLE ABATEMENT	729.53	4,453.19	3,000.00	(	1,453.19)	148.4
TOTAL STREET DEPARTMENT	99,449.97	564,339.08	612,140.00		47,800.92	92.2
TOTAL FUND EXPENDITURES	729,105.86	4,849,311.33	5,162,408.00		313,096.67	93.9
NET REVENUE OVER EXPENDITURES	(391,376.51)	347,524.71	.00	(	347,524.71)	.0

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

FIXED ASSET REPLACEMENT FUND

ASSETS

29-101-000	CASH - COMBINED FUND	(	<u>750,799.14)</u>
	TOTAL ASSETS	(	<u>750,799.14)</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
29-271-000	FUND BALANCE - BEGINNING OF YR	(	585,504.07)
	REVENUE OVER EXPENDITURES - YTD	(	<u>165,295.07)</u>
	BALANCE - CURRENT DATE	(	<u>750,799.14)</u>
	TOTAL FUND EQUITY	(	<u>750,799.14)</u>
	TOTAL LIABILITIES AND EQUITY	(	<u>750,799.14)</u>

CITY OF SUN VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

FIXED ASSET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 399</u>					
29-399-501 TRANS FR FIXED ASSET FUND BAL	.00	.00	21,546.00	21,546.00	.0
29-399-503 TRANS FR LAF UNASSIGNED FUND	.00	.00	85,919.00	85,919.00	.0
29-399-504 TRANS FR GF UN FUND BALANCE	.00	.00	76,199.00	76,199.00	.0
TOTAL SOURCE 399	.00	.00	183,664.00	183,664.00	.0
TOTAL FUND REVENUE	.00	.00	183,664.00	183,664.00	.0

CITY OF SUN VALLEY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

FIXED ASSET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
29-490-753 RADIOS	.00	9,365.00	9,365.00	.00	100.0
29-490-754 AIRPACKS	.00	.00	28,000.00	28,000.00	.0
29-490-756 AERIAL TOWER	.00	112,425.57	112,426.00	.43	100.0
29-490-761 POLICE- PATROL VEHICLE	.00	27,114.50	35,000.00	7,885.50	77.5
29-490-792 LASERFISHE SCANNER	8,553.00	8,553.00	7,965.00	(588.00)	107.4
29-490-794 PHONE SYSTEM	7,837.00	7,837.00	18,908.00	11,071.00	41.5
TOTAL EXPENDITURES	16,390.00	165,295.07	211,664.00	46,368.93	78.1
TOTAL FUND EXPENDITURES	16,390.00	165,295.07	211,664.00	46,368.93	78.1
NET REVENUE OVER EXPENDITURES	(16,390.00)	(165,295.07)	(28,000.00)	137,295.07	(590.3)

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

DEBT SERVICE FUND

<u>ASSETS</u>			
30-101-000	CASH - COMBINED FUND	9,521.91	
30-107-000	TAXES RECEIVABLE - DELIQUENT	394.89	
	TOTAL ASSETS		<u>9,916.80</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
30-225-100	DEFERRED REVENUE - TAXES, PROP	316.11	
	TOTAL LIABILITIES		316.11
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
30-271-000	FUND BALANCE - BEGINNING OF YR	9,600.69	
	BALANCE - CURRENT DATE	9,600.69	
	TOTAL FUND EQUITY		<u>9,600.69</u>
	TOTAL LIABILITIES AND EQUITY		<u>9,916.80</u>

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

LAND ACQUISITION FUND

ASSETS

40-101-000	CASH- LAND ACQUISITION		371,763.43
	TOTAL ASSETS		<u>371,763.43</u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
40-271-000	FUND BALANCE - BEGINNING OF YR	371,763.43	
	BALANCE - CURRENT DATE		371,763.43
	TOTAL FUND EQUITY		<u>371,763.43</u>
	TOTAL LIABILITIES AND EQUITY		<u>371,763.43</u>

CITY OF SUN VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

LAND ACQUISITION FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>OPERATING TRANSFERS IN</u>					
40-399-550 TRANSFER FROM LAF FUND BALANCE	.00	.00	127,654.00	127,654.00	.0
TOTAL OPERATING TRANSFERS IN	.00	.00	127,654.00	127,654.00	.0
TOTAL FUND REVENUE	.00	.00	127,654.00	127,654.00	.0

CITY OF SUN VALLEY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

LAND ACQUISITION FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CAPITAL PROJECTS</u>					
40-470-800 TRANSFERS OUT TO FA FUND	.00	.00	85,919.00	85,919.00	.0
40-470-950 TRANSFERS OUT TO CIPF	.00	.00	41,735.00	41,735.00	.0
TOTAL CAPITAL PROJECTS	.00	.00	127,654.00	127,654.00	.0
TOTAL FUND EXPENDITURES	.00	.00	127,654.00	127,654.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

WORKFORCE HOUSING FUND

<u>ASSETS</u>		
42-101-000	CASH- WORKFORCE HOUSING FUND	154,403.73
	TOTAL ASSETS	<u>154,403.73</u>
<u>LIABILITIES AND EQUITY</u>		
<u>FUND EQUITY</u>		
	UNAPPROPRIATED FUND BALANCE:	
42-271-000	FUND BALANCE - BEGINNING OF YR	199,088.75
	REVENUE OVER EXPENDITURES - YTD	<u>(44,685.02)</u>
	BALANCE - CURRENT DATE	<u>154,403.73</u>
	TOTAL FUND EQUITY	<u>154,403.73</u>
	TOTAL LIABILITIES AND EQUITY	<u>154,403.73</u>

CITY OF SUN VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

WORKFORCE HOUSING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL PROPERTY TAXES</u>					
42-311-515 RENTS	191.50	3,638.50	7,000.00	3,361.50	52.0
TOTAL GENERAL PROPERTY TAXES	191.50	3,638.50	7,000.00	3,361.50	52.0
<u>REVENUES</u>					
42-399-500 TRANSFER FROM WKFC FUND BAL	.00	.00	47,546.00	47,546.00	.0
TOTAL REVENUES	.00	.00	47,546.00	47,546.00	.0
TOTAL FUND REVENUE	191.50	3,638.50	54,546.00	50,907.50	6.7

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

WORKFORCE HOUSING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WFH PROJECTS</u>					
42-470-702 EMPLOYEE HOUSING ALLOWANCE	1,433.32	17,199.84	17,200.00	.16	100.0
42-470-703 COMMUNITY HOUSING SERVICES	.00	18,000.00	18,000.00	.00	100.0
42-470-705 CITY OWNED UNITS/UTIL & MAINT	848.69	13,123.68	19,346.00	6,222.32	67.8
TOTAL WFH PROJECTS	<u>2,282.01</u>	<u>48,323.52</u>	<u>54,546.00</u>	<u>6,222.48</u>	<u>88.6</u>
TOTAL FUND EXPENDITURES	<u>2,282.01</u>	<u>48,323.52</u>	<u>54,546.00</u>	<u>6,222.48</u>	<u>88.6</u>
NET REVENUE OVER EXPENDITURES	<u>(2,090.51)</u>	<u>(44,685.02)</u>	<u>.00</u>	<u>44,685.02</u>	<u>.0</u>

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

CAPITAL IMPROVEMENT FUND

ASSETS

50-101-000	CASH - COMBINED FUND	(	<u>54,274.11)</u>
	TOTAL ASSETS	(	<u>54,274.11)</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
50-271-000	FUND BALANCE - BEGINNING OF YR	(	18,600.67)
	REVENUE OVER EXPENDITURES - YTD	(	<u>35,673.44)</u>
	BALANCE - CURRENT DATE	(	<u>54,274.11)</u>
	TOTAL FUND EQUITY	(	<u>54,274.11)</u>
	TOTAL LIABILITIES AND EQUITY	(	<u>54,274.11)</u>

CITY OF SUN VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

CAPITAL IMPROVEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>OPERATING TRANSFERS IN</u>					
50-399-300 TRANSFER FROM LAF FUND	.00	.00	41,735.00	41,735.00	.0
TOTAL OPERATING TRANSFERS IN	.00	.00	41,735.00	41,735.00	.0
TOTAL FUND REVENUE	.00	.00	41,735.00	41,735.00	.0

CITY OF SUN VALLEY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL PROJECTS</u>					
50-470-820 TRANSPORTATION PLAN UPDATE	.00	13,215.00	5,735.00	(7,480.00)	230.4
TOTAL CAPITAL PROJECTS	.00	13,215.00	5,735.00	(7,480.00)	230.4
<u>DEPARTMENT 480</u>					
50-480-441 STREET FAC REPAIR & PAINT	.00	3,433.50	9,000.00	5,566.50	38.2
50-480-442 STREET DEPT VENTILATION SYS	.00	.00	5,000.00	5,000.00	.0
50-480-460 CITY HALL EXT REPAIRS	6,224.94	19,024.94	22,000.00	2,975.06	86.5
TOTAL DEPARTMENT 480	6,224.94	22,458.44	36,000.00	13,541.56	62.4
TOTAL FUND EXPENDITURES	6,224.94	35,673.44	41,735.00	6,061.56	85.5
NET REVENUE OVER EXPENDITURES	(6,224.94)	(35,673.44)	.00	35,673.44	.0

CITY OF SUN VALLEY
 BALANCE SHEET
 SEPTEMBER 30, 2015

SPF

<u>ASSETS</u>			
52-101-000	CASH - COMBINED FUND		107,181.01
	TOTAL ASSETS		<u>107,181.01</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
52-271-000	FUND BALANCE - BEGINNING OF YR	(1,075.70)	
	REVENUE OVER EXPENDITURES - YTD	<u>108,256.71</u>	
	BALANCE - CURRENT DATE		<u>107,181.01</u>
	TOTAL FUND EQUITY		<u>107,181.01</u>
	TOTAL LIABILITIES AND EQUITY		<u>107,181.01</u>

CITY OF SUN VALLEY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

		SPF				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL PROPERTY TAXES</u>						
52-311-200	PROPERTY TAX-GENERAL	575.85	268,800.77	265,555.00	(3,245.77)	101.2
	TOTAL GENERAL PROPERTY TAXES	575.85	268,800.77	265,555.00	(3,245.77)	101.2
<u>STATE OF IDAHO SHARED REVENUES</u>						
52-335-200	STATE HIGHWAY USER	.00	47,643.62	46,382.00	(1,261.62)	102.7
	TOTAL STATE OF IDAHO SHARED REVENUES	.00	47,643.62	46,382.00	(1,261.62)	102.7
	TOTAL FUND REVENUE	575.85	316,444.39	311,937.00	(4,507.39)	101.4

CITY OF SUN VALLEY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING SEPTEMBER 30, 2015

		SPF				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SPF</u>						
52-431-780	ROADS & PATHS MAINT. PROGRAM	.00	.00	187,000.00	187,000.00	.0
52-431-786	TRAIL CREEK PATH	.00	14,630.30	14,630.00	(30)	100.0
52-431-960	TRANSFER TO S&P FUND	19,021.00	193,557.38	110,306.00	(83,251.38)	175.5
TOTAL SPF		<u>19,021.00</u>	<u>208,187.68</u>	<u>311,936.00</u>	<u>103,748.32</u>	<u>66.7</u>
TOTAL FUND EXPENDITURES		<u>19,021.00</u>	<u>208,187.68</u>	<u>311,936.00</u>	<u>103,748.32</u>	<u>66.7</u>
NET REVENUE OVER EXPENDITURES		<u>(18,445.15)</u>	<u>108,256.71</u>	<u>1.00</u>	<u>(108,255.71)</u>	<u>10825</u>

Monthly LOT Comparison for August 2015 Receipts

	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
Retail	108,495	97,834	122,555	93,909	120,942	104,284	-14%
Lodging	84,923	76,779	93,537	70,471	85,723	80,047	-7%
Liquor	11,057	11,499	13,164	4,336	14,946	14,745	-1%
Totals	204,474	186,112	229,256	168,716	221,612	199,076	-10%

Detail Summary of Comparative YTD Receipts for the months of October - September.

	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	69,432	75,542	49,847	56,260	58,531	54,565	-7%
November	50,477	34,116	46,298	41,355	42,734	37,762	-12%
December	97,420	106,190	114,930	126,671	130,540	112,858	-14%
January	96,559	89,043	82,380	95,770	87,247	89,162	2%
February	101,944	115,014	101,797	113,281	112,073	86,860	-22%
March	91,122	110,729	90,809	113,200	99,304	79,737	-20%
April	46,747	37,056	42,642	38,852	34,842	44,844	29%
May	40,743	47,475	52,181	44,172	37,150	47,019	27%
June	94,222	92,378	101,367	98,969	107,341	122,567	14%
July	196,552	229,127	215,845	228,946	234,419	275,874	18%
August	204,474	192,799	229,256	168,716	221,612	199,076	-10%
September	106,162	117,748	95,516	122,331	91,906		-100%
Fiscal Year Total	1,195,854	1,247,217	1,222,868	1,248,522	1,257,699	1,150,324	
Year-To-Date Receipts Comparison (October - September)	1,089,692	1,129,469	1,127,352	1,126,191	1,165,794	1,150,324	-1%

Local Option Tax receipts for the month of August 2015 totaled \$199,076 representing an 10% decrease in receipts in August 2014.

CITY OF SUN VALLEY

LOT Retail Receipts Figures

Monthly LOT Comparison f	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	40,952	46,790	26,180	30,436	31,543	35,839	14%
November	21,218	22,367	29,001	25,537	26,945	23,400	-13%
December	56,371	62,823	65,920	71,156	68,666	66,925	-3%
January	46,260	47,097	41,884	47,746	43,385	51,580	19%
February	46,369	57,260	50,924	51,566	58,014	50,521	-13%
March	40,818	51,052	41,019	53,430	49,015	42,977	-12%
April	28,670	21,899	26,465	27,301	23,605	32,233	37%
May	29,790	39,678	37,816	31,877	28,025	36,001	28%
June	58,265	56,498	62,166	57,884	68,192	68,606	1%
July	106,899	121,472	112,979	121,980	127,521	145,354	14%
August	108,495	97,834	122,555	93,909	120,942	104,284	-14%
September	61,140	61,763	57,049	74,778	55,549		-100%
Fiscal Year Total	645,246	686,532	673,960	687,600	701,403	657,720	
Year-To-Date Receipts Comparison- (October - September)	584,107	624,769	616,911	612,822	645,853	657,720	2%

CITY OF SUN VALLEY

LOT Lodging Receipts Figures

Monthly LOT Comparison f	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	23,982	24,627	19,946	21,712	22,585	15,550	-31%
November	7,134	9,462	14,358	13,014	13,567	12,187	-10%
December	34,593	36,247	40,756	46,347	53,815	39,496	-27%
January	43,833	35,394	34,636	41,194	37,577	32,835	-13%
February	48,303	50,052	43,826	54,235	48,420	31,724	-34%
March	44,285	55,640	43,588	52,824	43,513	32,698	-25%
April	15,948	12,695	13,948	9,715	9,601	11,217	17%
May	8,728	6,205	12,456	9,152	6,943	9,313	34%
June	32,176	31,711	34,758	36,811	34,598	47,142	36%
July	82,858	95,637	92,511	96,446	95,933	116,446	21%
August	84,923	76,779	93,537	70,471	85,723	80,047	-7%
September	39,534	44,818	32,872	45,171	31,453		-100%
Fiscal Year Total	466,296	479,267	477,191	497,094	483,727	428,657	
Year-To-Date Receipts Comparison (October - September)	426,762	434,449	444,320	451,923	452,274	428,657	-5%

CITY OF SUN VALLEY

LOT Liquor Receipts Figures

Monthly LOT Comparisc	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	4,499	4,126	3,721	4,112	4,403	3,176	-28%
November	22,125	2,287	2,939	2,804	2,222	2,174	-2%
December	6,456	7,120	8,254	9,167	8,059	6,437	-20%
January	6,466	6,552	5,860	6,830	6,285	4,747	-24%
February	7,272	7,702	7,046	7,479	5,640	4,614	-18%
March	6,019	4,036	6,202	6,946	6,777	4,063	-40%
April	2,129	2,462	2,229	1,837	1,636	1,394	-15%
May	2,224	1,592	1,909	3,142	2,181	1,705	-22%
June	3,781	4,170	4,443	4,273	4,552	6,819	50%
July	6,795	12,019	10,355	10,520	10,965	14,074	28%
August	11,057	11,499	13,164	4,336	14,946	14,745	-1%
September	5,488	17,854	5,595	2,381	4,904		-100%
Fiscal Year Total	84,312	81,418	71,717	63,828	72,570	63,947	
Year-To-Date Receipts Comparison (October - September)	78,823	63,564	66,122	61,447	67,666	63,947	-5%

Monthly LOT Comparison for August 2015 Receipts

	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
Retail	108,495	97,834	122,555	93,909	120,942	104,284	-14%
Lodging	84,923	76,779	93,537	70,471	85,723	80,047	-7%
Liquor	11,057	11,499	13,164	4,336	14,946	14,745	-1%
Totals	204,474	186,112	229,256	168,716	221,612	199,076	-10%

Detail Summary of Comparative YTD Receipts for the months of October - September.

	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	69,432	75,542	49,847	56,260	58,531	54,565	-7%
November	50,477	34,116	46,298	41,355	42,734	37,762	-12%
December	97,420	106,190	114,930	126,671	130,540	112,858	-14%
January	96,559	89,043	82,380	95,770	87,247	89,162	2%
February	101,944	115,014	101,797	113,281	112,073	86,860	-22%
March	91,122	110,729	90,809	113,200	99,304	79,737	-20%
April	46,747	37,056	42,642	38,852	34,842	44,844	29%
May	40,743	47,475	52,181	44,172	37,150	47,019	27%
June	94,222	92,378	101,367	98,969	107,341	122,567	14%
July	196,552	229,127	215,845	228,946	234,419	275,874	18%
August	204,474	192,799	229,256	168,716	221,612	199,076	-10%
September	106,162	117,748	95,516	122,331	91,906		-100%
Fiscal Year Total	1,195,854	1,247,217	1,222,868	1,248,522	1,257,699	1,150,324	
Year-To-Date Receipts Comparison (October - September)	1,089,692	1,129,469	1,127,352	1,126,191	1,165,794	1,150,324	-1%

Local Option Tax receipts for the month of August 2015 totaled \$199,076 representing an 10% decrease in receipts in August 2014.

CITY OF SUN VALLEY

LOT Retail Receipts Figures

Monthly LOT Comparison f	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	40,952	46,790	26,180	30,436	31,543	35,839	14%
November	21,218	22,367	29,001	25,537	26,945	23,400	-13%
December	56,371	62,823	65,920	71,156	68,666	66,925	-3%
January	46,260	47,097	41,884	47,746	43,385	51,580	19%
February	46,369	57,260	50,924	51,566	58,014	50,521	-13%
March	40,818	51,052	41,019	53,430	49,015	42,977	-12%
April	28,670	21,899	26,465	27,301	23,605	32,233	37%
May	29,790	39,678	37,816	31,877	28,025	36,001	28%
June	58,265	56,498	62,166	57,884	68,192	68,606	1%
July	106,899	121,472	112,979	121,980	127,521	145,354	14%
August	108,495	97,834	122,555	93,909	120,942	104,284	-14%
September	61,140	61,763	57,049	74,778	55,549		-100%
Fiscal Year Total	645,246	686,532	673,960	687,600	701,403	657,720	
Year-To-Date Receipts Comparison- (October - September)	584,107	624,769	616,911	612,822	645,853	657,720	2%

CITY OF SUN VALLEY

LOT Lodging Receipts Figures

Monthly LOT Comparison f	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	23,982	24,627	19,946	21,712	22,585	15,550	-31%
November	7,134	9,462	14,358	13,014	13,567	12,187	-10%
December	34,593	36,247	40,756	46,347	53,815	39,496	-27%
January	43,833	35,394	34,636	41,194	37,577	32,835	-13%
February	48,303	50,052	43,826	54,235	48,420	31,724	-34%
March	44,285	55,640	43,588	52,824	43,513	32,698	-25%
April	15,948	12,695	13,948	9,715	9,601	11,217	17%
May	8,728	6,205	12,456	9,152	6,943	9,313	34%
June	32,176	31,711	34,758	36,811	34,598	47,142	36%
July	82,858	95,637	92,511	96,446	95,933	116,446	21%
August	84,923	76,779	93,537	70,471	85,723	80,047	-7%
September	39,534	44,818	32,872	45,171	31,453		-100%
Fiscal Year Total	466,296	479,267	477,191	497,094	483,727	428,657	
Year-To-Date Receipts Comparison (October - September)	426,762	434,449	444,320	451,923	452,274	428,657	-5%

CITY OF SUN VALLEY

LOT Liquor Receipts Figures

Monthly LOT Comparisc	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	Increase/ Decrease of FY15 as Compared to FY14
October	4,499	4,126	3,721	4,112	4,403	3,176	-28%
November	22,125	2,287	2,939	2,804	2,222	2,174	-2%
December	6,456	7,120	8,254	9,167	8,059	6,437	-20%
January	6,466	6,552	5,860	6,830	6,285	4,747	-24%
February	7,272	7,702	7,046	7,479	5,640	4,614	-18%
March	6,019	4,036	6,202	6,946	6,777	4,063	-40%
April	2,129	2,462	2,229	1,837	1,636	1,394	-15%
May	2,224	1,592	1,909	3,142	2,181	1,705	-22%
June	3,781	4,170	4,443	4,273	4,552	6,819	50%
July	6,795	12,019	10,355	10,520	10,965	14,074	28%
August	11,057	11,499	13,164	4,336	14,946	14,745	-1%
September	5,488	17,854	5,595	2,381	4,904		-100%
Fiscal Year Total	84,312	81,418	71,717	63,828	72,570	63,947	
Year-To-Date Receipts Comparison (October - September)	78,823	63,564	66,122	61,447	67,666	63,947	-5%

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
1																							
2																							
3	Local Option Tax Receipts (combined) FY 05 to FY 15																						
4																							
5																							
6		FY 05	% of total year	FY 06	% of total year	FY 07	% of total year	FY 08	% of total year	FY 09	% of total year	FY 10	% of total year	FY 11	% of total year	FY 12	% of total year	FY 13	% of total year	FY 14	% of total year	FY 15	% of total year
7	October	66,271	4.76%	71,261	4.87%	97,457	6.75%	65,124	4.62%	70,188	5.87%	69,432	5.57%	75,542	6.18%	49,847	3.99%	56,260	4.47%	58,531	4.65%	54,565	4.34%
8	November	24,749	1.78%	34,870	2.38%	40,890	2.83%	44,878	3.19%	40,074	3.35%	50,477	4.05%	34,116	2.79%	46,298	3.71%	41,355	3.29%	42,734	3.40%	37,762	3.00%
9	December	106,430	7.64%	120,900	8.26%	128,179	8.88%	129,017	9.16%	101,371	8.48%	97,420	7.81%	106,190	8.68%	114,930	9.21%	126,671	10.07%	130,540	10.38%	112,858	8.97%
10	January	87,855	6.31%	108,662	7.43%	103,326	7.16%	124,990	8.88%	103,326	8.64%	96,559	7.74%	89,043	7.28%	82,380	6.60%	95,770	7.61%	87,247	6.94%	89,162	7.09%
11	February	114,087	8.19%	134,863	9.22%	123,362	8.55%	139,063	9.88%	123,362	10.32%	101,944	8.17%	115,014	9.41%	101,797	8.15%	113,281	9.01%	112,073	8.91%	86,860	6.91%
12	March	119,743	8.59%	119,921	8.20%	131,973	9.14%	136,338	9.68%	131,973	11.04%	91,122	7.31%	110,729	9.05%	90,809	7.27%	113,200	9.00%	99,304	7.90%	79,737	6.34%
13	April	44,687	3.21%	46,438	3.17%	49,232	3.41%	41,147	2.92%	49,232	4.12%	46,747	3.75%	37,056	3.03%	42,642	3.42%	38,852	3.09%	34,842	2.77%	44,844	3.57%
14	May	55,333	3.97%	53,666	3.67%	57,533	3.99%	60,097	4.27%	57,533	4.81%	40,743	3.27%	47,475	3.88%	52,181	4.18%	44,172	3.51%	37,150	2.95%	47,019	3.74%
15	June	107,598	7.72%	136,014	9.30%	152,008	10.53%	129,805	9.22%	152,008	12.71%	94,222	7.55%	92,378	7.55%	101,367	8.12%	98,969	7.87%	107,341	8.53%	122,567	9.75%
16	July	224,142	16.09%	250,806	17.14%	228,032	15.80%	240,035	17.05%	228,032	19.07%	196,552	15.76%	229,127	18.74%	215,845	17.29%	228,946	18.20%	234,419	18.64%	275,874	21.93%
17	August	194,817	13.98%	214,275	14.65%	204,206	14.15%	218,739	15.53%	204,206	17.08%	204,474	16.39%	192,799	15.77%	229,256	18.36%	168,716	13.41%	221,612	17.62%	199,076	15.83%
18	September	128,424	9.22%	101,702	6.95%	146,815	10.17%	114,029	8.10%	146,815	12.28%	106,162	8.51%	117,748	9.63%	95,516	7.65%	122,331	9.73%	91,906	7.31%	-	0.00%
19	TOTAL:	1,274,136	91.44%	1,393,378	95.24%	1,463,013	101.37%	1,443,263	102.50%	1,408,120	117.75%	1,195,854	95.88%	1,247,217	101.99%	1,222,868	97.95%	1,248,522	99.27%	1,257,699	100.00%	1,150,324	91.46%
20																							
21	Does not include one time payment of \$244,000 collect in																						
22	September 2005																						
23																							
24		10 yr Average		FY 2015		Actual LOT		(under)/over															
25		% collected by		Budgeted		Revenue		historical %															
26		month		LOT Revenue		Collected by		collected by															
26	October	5.17%		63,482		54,565		(8,917)															
27	November	3.08%		37,745		37,762		17															
28	December	8.86%		108,680		112,858		4,178															
29	January	7.46%		91,512		89,162		(2,350)															
30	February	8.98%		110,179		86,860		(23,319)															
31	March	8.72%		106,974		79,737		(27,236)															
32	April	3.29%		40,350		44,844		4,495															
33	May	3.85%		47,238		47,019		(219)															
34	June	8.91%		109,341		122,567		13,226															
35	July	17.38%		213,217		275,874		62,658															
36	August	15.69%		192,571		199,076		6,504															
37	September	8.95%		109,867		-		-															
38	TOTAL:	100.34%		1,227,000		1,150,324		29,037															
39																							

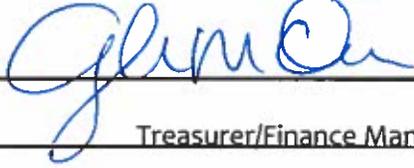


CITY OF SUN VALLEY
REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council
FROM: Angela Orr, Treasurer/Finance Manager
SUBJECT: Treasurer's Oath for Accounts Payable
DATE: October 30, 2015

After review, I have determined that the attached "Approval of Payables, On Hand, As Of October 28, 2015" for FY 15 and FY 16 report is correct as to payee and amount, and are for a proper and authorized purpose, except as otherwise explained below.

Exceptions: None OR See Below (circle one)

 Signed
Treasurer/Finance Manager Title
October 30, 2015 Date

- With the exception of the first quarterly payment for the Mountain Rides contract in the amount of \$66,250 contingent on Council approval of the FY 16 contract.

Vendor Name	Invoice #	Description	Account #	Budgeted	Dept.	Amount
AC HOUSTON LUMBER CO	014-509974	Grain buckskin gloves	10-431-345	Yes	STR	49.08
All Seasons Landscaping	62912	Fertilizer for Festival Meadows	10-431-790	Yes	STR	904.50
BLACK, REID	082515	Reimbursement to Reid Black for hotel rooms on wildland fire for Reid Black Michael Franco	10-423-130	Yes	FIRE	239.90
BLACK, REID	092215	Reimbursement for rooms on Reid Black's CC coming back from Valley incident California fire	10-423-591	Yes	FIRE	189.00
BLAINE COUNTY HOUSING AU	102715	Fiscal Year 2016 Fee for Service - First Half	42-470-703	Yes	WFH	7,500.00
BONNEVILLE BLUEPRINT SUPP	BL125292	New scanner for Building Department	29-490-792	Yes	EXP	8,553.00
BUSINESS AS USUAL	128116	Inkjet cartridges for copier at City Hall	10-415-310	Yes	ADM	86.35
CENTRAL DRUG SYSTEM, INC.	249220	Random Processing Fee / Drug Screening	10-415-420	Yes	ADM	142.00
CHATEAU DRUG	102215	First aid supplies for Equipment Storage Facility (ESF) first aid kit	10-431-345	Yes	STR	64.44
CHIEF SUPPLY INC	375099	4 Radio Batteries for hand held radios 7.5V Motorola hydride battery	10-421-753	Yes	POLI	246.85
COPY & PRINT	65790	Storage Boxes	10-418-310	Yes	COM	36.99
COPY & PRINT	67958	Terence Davitt office supplies (folder, pocket file, file wire and tray wire)	10-431-740	Yes	STR	75.55
COPY & PRINT	67959	Colored paper, notepads, binder clips, pens, paper clips, etc.	10-415-310	Yes	ADM	91.87
COPY & PRINT	67962	Highlighter/pen combos for Building Inspector	10-415-310	Yes	ADM	40.38
COPY & PRINT	67963	5 reams of green paper for FY16 purchase orders	10-423-310	Yes	FIRE	34.95
COPY & PRINT	68225	Copy paper, pocket files, sticky flags	10-415-310	Yes	ADM	89.76
COPY & PRINT	68344	Laminating pouches. (Box/50)	10-431-320	Yes	STR	59.39
COPY & PRINT	68437	DVD-R case/ CD-R case (Video, audio, photos for reports)	10-421-310	Yes	POLI	50.67
COX COMMUNICATIONS	5301.0915	Internet Service 100 Morning Star Rd.	10-423-510	Yes	FIRE	105.33
DAVITT, TERENCE	102415	Reimbursement for work shoes purchase (Terence)	10-431-631	Yes	STR	90.09
Dee Bailey	10-615 - WQ	CCC licensing renewal for expired licence and all city licences	10-423-480	Yes	FIRE	460.00
DICK-YORK'S AUTO SERVICE	66811	Two new batteries for T-3 fire department medical truck	10-423-600	Yes	FIRE	404.24
Eastern Idaho Technical College	15327	Fire academy classes for Christian Coe, Matthew Hansen, Hunter Storey and Julie Youngblo	10-423-470	Yes	FIRE	300.00
FIRE SERVICES OF IDAHO, LLC	14522P	Fire extinguisher service for City Hall annual	10-423-585	Yes	FIRE	34.60
FRANCO, RAY	100815	Reimbursement for travel and food for a training in Boise	10-423-470	Yes	FIRE	295.37
FREIGHTLINER OF IDAHO	178346	Batteries for OshKosh plow truck	10-431-595	Yes	STR	313.50
GEM STATE PAPER	978635-00	Paper plates and paper towels	10-415-315	Yes	ADM	175.13
GO-FER IT EXPRESS INC	52373	Shipping on Parts ordered for Engine 65 from Twin Falls	10-423-600	Yes	FIRE	13.00
GRAINGER	9869541152	"Do Not Enter" barricade tape for Wagon Days	10-431-320	Yes	STR	62.90
GRAINGER	9869541152	Dewalt cordless tool battery (2 pack) for cordless handtools	10-431-320	Yes	STR	99.00
GRAINGER	9869541152	Eyewash station preservative fo Equipment Storage Facility (ESF) emergency eyewash stati	10-431-345	Yes	STR	22.04
GRAINGER	9869541152	Grade 8 hex nut for attaching plowblades to plow (Box/25)	10-431-320	Yes	STR	25.02
GRAINGER	9869541152	Grade 8 plow bolt for attaching plowblades to plow	10-431-320	Yes	STR	81.70
GRAINGER	9869541152	Inverted marking paint (Blue) for marking irrigation lines	10-431-320	Yes	STR	43.26
GRAINGER	9869541152	Inverted marking paint (White) for marking excavation locates	10-431-320	Yes	STR	43.26
GRAINGER	9869541152	Inverted marking paint (Yellow) for marking culverts, catchbasins, and drywells	10-431-320	Yes	STR	43.26
GRAINGER	9869541152	Split lock washers for attaching plowblades to plow	10-431-320	Yes	STR	37.38
GREAT AMERICA FINANCIAL S	17622075	Sharp Copier	10-415-540	Yes	ADM	199.00
Hall Render Killian Health & Lyma	321670	Credit for the amount over the Council approved "Not to Exceed" amount	10-415-426	Yes	ADM	4,249.50
Hall Render Killian Health & Lyma	321670	Evaluating confidential legal matter regarding Ordinance 475	10-415-426	Yes	ADM	6,319.50
HENNESSY PROPERTY MANAG	768	New keys for City condos.	42-470-705	Yes	WFH	45.00
HIGH DESERT SPORTS	8467	Rails to hold new lights on rifles	10-421-340	Yes	POLI	30.96
IDAHO DEPARTMENT OF LAND	320-8677-CD	10 rolls of 1 1/2 inch and 10 rolls of 1 inch wildland hose for wildland fire for the City of Sun Val	10-423-591	Yes	FIRE	3,000.30
IDAHO HYDRO JETTING	4836	Culvert and drain cleaning - fall maintenance	10-431-780	Yes	STR	5,300.00
IDAHO MOUNTAIN EXPRESS	093015	Legal notices for Ordinance 475, budget hearing, fire station remodel, etc.	10-418-440	Yes	COM	1,240.45
IDAHO MOUNTAIN EXPRESS	093015A	Comp Plan Advertisements	10-418-437	Yes	COM	1,409.20
IDAHO MOUNTAIN EXPRESS	093015B	P&Z Advertisements	10-418-440	Yes	COM	1,835.34

Vendor Name	Invoice #	Description	Account #	Budgeted	Dept.	Amount
IDAHO MOUNTAIN EXPRESS	093015C	Transportation Plan Advertisements	50-470-820	Yes	CAPI	65.78
IDAHO TRAFFIC SAFETY, INC	17715	Street striping for the entire city	10-431-592	Yes	STR	11,040.00
IMPERIAL ASPHALT	2790	Path slurry seal per bid.	10-431-780	Yes	STR	26,910.00
INTEGRATED TECHNOLOGIES	32439	Contract base rate and copies - Fire Dept.	10-415-540	Yes	ADM	71.06
INTEGRATED TECHNOLOGIES	32724	Contract base rate and copies - City Hall	10-415-540	Yes	ADM	695.38
INTEGRATED TECHNOLOGIES	32737	Contract base rate and copies - Police Dept.	10-415-540	Yes	ADM	28.00
INTEGRATED TECHNOLOGIES	34115	Contract base rate and copies - Fire Dept	10-423-510	Yes	FIRE	55.00
INTEGRATED TECHNOLOGIES	34716	Contract base rate and copies - City Hall	10-415-540	Yes	ADM	113.57
INTEGRATED TECHNOLOGIES	34720	Contract base rate and copies - Police Dept	10-421-310	Yes	POLI	28.00
INTERMOUNTAIN GAS COMPA	30002.82515	100 Arrowleaf	10-415-521	Yes	ADM	21.91
JACKSON GOUP PETERBILT	093015	Street department credit at Jackson Group Peterbilt	10-431-595	Yes	STR	120.16-
JOE'S BACKHOE SERVICE	19179	Elkhorn hill drainage repair pet bid	52-431-960	Yes	SPF	9,380.00
JOE'S BACKHOE SERVICE	19582	Bike path asphalt repair N. Village Rd and Morningslar	10-431-780	Yes	STR	945.00
JOE'S BACKHOE SERVICE	19621	Bid for catch basin repair- Dollar Rd and Village Way	10-431-780	Yes	STR	4,100.00
JOE'S BACKHOE SERVICE	19622	Drainage repair for Morning Star Rd/ Concrete manhole repair for Sage Willow Rd	10-431-780	Yes	STR	1,229.50
KELLER ASSOCIATES	16	Transportation Plan Update consultant installment fees for work performed 7/1/15 to 8/31/15	50-470-820	Yes	CAPI	1,745.00
KELLER ASSOCIATES	17	Consulting fees for Transportation Plan Update- Per contract with City of SV	50-470-820	Yes	CAPI	3,740.00
LES SCHWAB	1170026593	New tires for Engine 66 wildland eng	10-423-600	Yes	FIRE	2,493.10
LUTZ RENTALS	51806-1	Sprinkler blow out for City Hall, Elkhorn Fire Dept. and Festival Meadows	10-431-620	Yes	STR	113.83
MOORE MEDICAL GROUP	82837996	Epinephrine 1 mg vial for EMT jump kits	10-423-325	Yes	FIRE	108.19
MOORE MEDICAL GROUP	82839137	King Advanced Airway Devices, nasal cannulas, and suction canisters	10-423-325	Yes	FIRE	338.71
MOORE MEDICAL GROUP	82850390	14 anaphylaxis kits for EMT jump kits	10-423-325	Yes	FIRE	435.07
MOUNTAIN RIDES	4510	Quarterly Partners Contribution	10-411-694	Yes	LEGI	66,250.00
Nevins, Jeff	082915	Credit Card reimbursement for fuel on wildland fire Tee Pee fire	10-423-350	Yes	FIRE	89.22
Nevins, Jeff	082915	Reimbursement for fuel to fire Kettle Complex fire	10-423-350	Yes	FIRE	64.29
Nevins, Jeff	082915	Reimbursement for fuel to fire Kettle Complex fire	10-423-350	Yes	FIRE	64.29
Nevins, Jeff	082915	Reimbursement for fuel to fire Kettle Complex fire	10-423-350	Yes	FIRE	64.29
NORCO	16930992	Oxygen Cylinder Rental 8/31/2015 9/30/2015	10-423-325	Yes	FIRE	57.60
OFFICEBRIGHT, INC	4004	Office cleaning	10-415-500	Yes	ADM	1,170.00
OHIO GULCH TRANSFER STATI	06-012203	Dump fee's	10-431-780	Yes	STR	11.20
O'REILLY AUTO PARTS	4635-194794	Vehicle engine diagnostic device for all City vehicles, drill bits, tools	10-431-340	Yes	STR	227.29
O'REILLY AUTO PARTS	4635-194794	Vehicle engine diagnostic device for all City vehicles, drill bits, tools	10-431-340	Yes	STR	2,148.38
OVERHEAD DOOR CO	SM317521	Fire Department Bay Door repair- Elkhorn Fire Station	10-423-585	Yes	FIRE	192.50
PLATT ELECTRIC	H863407	Replacement lamps for City Hall parking lot lights	10-431-614	Yes	STR	138.20
PLATT ELECTRIC	H875174	Replacement lamps for City Hall parking lot lights	10-431-614	Yes	STR	69.10
REBECCA'S PRIVATE IDAHO	092715	2015 sponsorship	10-411-699	Yes	LEGI	3,000.00
RIVER RUN AUTO	114081	Small equipment storage	10-431-596	Yes	STR	18.99
RIVER RUN AUTO	114866	Peterbilt Transmission oil	10-431-350	Yes	STR	190.45
RIVER RUN AUTO	115375A	Oshkosh wiper blades	10-431-595	Yes	STR	89.94
RIVER RUN AUTO	115650	Fuel and oil filter for Toolcat and Loader	10-431-595	Yes	STR	192.94
RIVER RUN AUTO	115735	Wiper blades for Loader, Pickups, Pete	10-431-600	Yes	STR	239.30
RIVER RUN AUTO	115735B	Air blow nozzle	10-431-320	Yes	STR	14.99
RIVER RUN AUTO	115834	Wiper blades for Tool Cat	10-431-595	Yes	STR	101.96
RIVER RUN AUTO	116192	2004 F-350 transmission service	10-431-600	Yes	STR	74.79
RIVIN, ABIGAIL	091015	Reimbursement for ASFFM Dues	10-418-480	Yes	COM	130.00
RIVIN, ABIGAIL	091015A	Reimbursement of CFM Exam Fee	10-418-480	Yes	COM	100.00
RIVIN, ABIGAIL	091415	Reimbursement for Mileage for CFM Course	10-418-470	Yes	COM	58.76

Vendor Name	Invoice #	Description	Account #	Budgeted	Dept.	Amount
ROBERTS ELECTRIC, INC	22213	City Hall sump pump wiring	50-480-460	Yes		1,350.00
STATE INSURANCE FUND	12362408	Payroll Report Premium for June, July & August	10-217-400	Yes		9,168.00
SUN VALLEY CLEANERS, INC	092815	Dry cleaning for Police uniforms	10-421-630	Yes	POLJ	346.20
SUN VALLEY ELKHORN ASSOC	100115	Capital Reserve/Regular Assessment	10-423-585	Yes	FIRE	337.00
SUN VALLEY GARDEN CENTER	85940	Bark and soil pep for City Hall plant beds	10-431-620	Yes	STR	97.30
SUN VALLEY MARKETING ALLI	093015	September 2015 - per contract 2015	10-411-692	Yes	LEGI	49,410.22
SUN VALLEY VOLUNTEER FIRE	049810	Reimbursement for air filter on engine 65 when on fire in California	10-423-600	Yes	FIRE	43.19
SUN VALLEY VOLUNTEER FIRE	091515	Room for Reid Balck, Anja Sundali and Hunter Storey on Rough fire in California	10-423-470	Yes	FIRE	122.09
SUN VALLEY VOLUNTEER FIRE	398493	Fuel for engine 65 used on fire in California	10-423-350	Yes	FIRE	74.28
SUN VALLEY VOLUNTEER FIRE	983-258015	Rooms for Reid Black, Anja Sundali and Hunter Storey on Valley Fire California	10-423-470	Yes	FIRE	118.56
SUNSEAL ASPHALT MAINTENA	8434	Striping for path seal project and chip seal project of Elkhorn Rd	10-431-780	Yes	STR	2,990.80
TCS UNIFORMS	OE00120901	2 Gun mount lights and accessories	10-421-340	Yes	POLI	380.00
Twin Falls County Planning & Zon	2015-17	AIC Training for Michelle Griffith, Peter Hendricks, Jake Provonsha, Jae Hill, and Adam King	10-418-470	Yes	COM	150.00
UNITED OIL	808779	Fuel for street dept.9/23/15	10-431-350	Yes	STR	246.31
VALLEY CO-OPS OMC/	80292/9	Four (4) pair work gloves	10-431-345	Yes	STR	63.96
WEBB LANDSCAPING	093015	Street Department Credit at Webb landscape	10-431-620	Yes	STR	20.00-
WITMER PUBLIC SAFETY GRO	1565914.001	Custom built Shields with flip down eyeshields	10-423-576	Yes	FIRE	53.59
WITMER PUBLIC SAFETY GRO	1647806	Helmets for Fire Fighter of the year Bill 1/2 to Ketchum Fire	10-423-576	Yes	FIRE	553.17
WITMER PUBLIC SAFETY GRO	1647806.001	Custom shield for fire fighter of the year. Split with Ketchum	10-423-576	Yes	FIRE	83.18

Grand Totals:
 240,097.28

Finance Committee Chair, Keith Saks: _____

Date: _____

Report dates: 10/1/2014-11/3/2015

Vendor Name	Invoice #	Description	Account #	Budgeted	Dept.	Amount
ALL VALLEY AGENCY, INC	20637109	Accident Insurance all Sun Valley fire fighters	10-423-480	Yes	FIRE	4,725.00
COPY & PRINT	68000	1 case (Qty.100) of clear sheet protectors	10-421-310	Yes	POLI	10.59
COPY & PRINT	68278	Field Inspection Reports (2-ply) 500ct	10-418-310	Yes	COM	110.00
COPY & PRINT	68292	Business Cards for Jim Bennion	10-418-310	Yes	COM	54.99
GEM STATE PAPER	982289-00	Paper towels and bath tissue	10-415-315	Yes	ADM	169.57
IDAHO CHIEF'S OF POLICE ASS	120815	Winter Conference for Chief of Police Association/ W. Femling	10-421-470	Yes	POLI	150.00
IDAHO CHIEF'S OF POLICE ASS	1215	Winter Conference for Chief of Police Association/ M. Crawford and T. Olsen	10-421-470	Yes	POLI	240.00
INREACH	DL08593285	Monthly dues back country rescue equipment 10/7/15 to 11/6/2015	10-423-480	Yes	FIRE	186.36
KETCHUM COMPUTERS	12065	Computer Support - 9/16/15-9/28/15	10-415-427	Yes	ADM	656.25
KETCHUM COMPUTERS	12106	Computer Support - 10/1/15-10/15/15	10-415-427	Yes	ADM	593.75
KING, ADAM ATTORNEY AT LA	92512	Legal Services - Confidential Matters - City Council	10-415-425	Yes	ADM	2,082.50
KING, ADAM ATTORNEY AT LA	92513	Legal Services - General Confidential Matters	10-415-425	Yes	ADM	2,395.64
KING, ADAM ATTORNEY AT LA	92514	Legal Services - P&Z Confidential Matters	10-415-425	Yes	ADM	87.50
KING, ADAM ATTORNEY AT LA	92515	Legal Services - Public Matters - City Council	10-415-425	Yes	ADM	2,065.00
KING, ADAM ATTORNEY AT LA	92516	Legal Services - Confidential Matters - Grey Eagle Residence	10-415-425	Yes	ADM	315.00
KING, ADAM ATTORNEY AT LA	92517	Legal Services - P&Z Public Matters	10-415-425	Yes	ADM	390.00
RIVER RUN AUTO	6538-91443	Wiper blades and Oil Filter for CD Vehicle	10-418-600	Yes	COM	107.46
RIVER RUN AUTO	6538-91443A	Oil for CD Vehicle	10-418-350	Yes	COM	131.40
SUN VALLEY ECONOMIC DEVE	2016	FY 2016 COMMITMENT	10-411-692	Yes	LEGI	8,500.00
TREASURE VALLEY COFFEE	2160:042267	Coffee for all departments	10-415-310	Yes	ADM	37.86
TREASURE VALLEY COFFEE	2160:042267	Coffee for all departments	10-418-310	Yes	COM	37.86
TREASURE VALLEY COFFEE	2160:042267	Coffee for all departments	10-421-310	Yes	POLI	37.86
TREASURE VALLEY COFFEE	2160:042267	Coffee for all departments	10-423-310	Yes	FIRE	37.86
TREASURE VALLEY COFFEE	2160:042267	Coffee for all departments	10-431-310	Yes	STR	37.86
TREASURE VALLEY COFFEE	2160:042532	Coffee for all departments	10-415-310	Yes	ADM	24.04
TREASURE VALLEY COFFEE	2160:042532	Coffee for all departments	10-418-310	Yes	COM	24.04
TREASURE VALLEY COFFEE	2160:042532	Coffee for all departments	10-421-310	Yes	POLI	24.04
TREASURE VALLEY COFFEE	2160:042532	Coffee for all departments	10-423-310	Yes	FIRE	24.04
TREASURE VALLEY COFFEE	2160:042532	Coffee for all departments	10-431-310	Yes	STR	24.04

Grand Totals:

23,280.51

Finance Committee Chair, Keith Saks:

Date:

**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: 5 November 2015

DIAMOND BACK TOWNHOMES: MULTIPLE APPROVALS, ONE PROJECT

The Sun Valley Company, through their applicants RLB Architectura and Benchmark Associates, is requesting a variety of changes to the Diamond Back Townhomes development in the White Clouds Subdivision, formerly the Gun Club LUPA.

The original 2006 White Clouds Master Plan called for 365 multi-family units in the subdivision, which was lowered to 48 in their previous amendment; 36 of those were to be located at the Diamond Back development. The applicants are now proposing a further reduction in the number of units/sublots from 36 to 31; this requires a Plat Amendment (SUBPA2015-04) to revise the approved Preliminary Plat, which will reduce and reconfigure the number of lots. This also requires a Master Plan Amendment (MPD205-01) to the previously approved - and previously amended - Master Plan to change the allowable density and allocation of dwelling units. The Master Plan, as amended, will include a range of permissible dwelling units, so that any future adjustment doesn't require re-review of that item.

The applicants are further proposing the addition of single-family "townhome-style" homes in the development, which was previously approved for only duplex and four-plex townhomes. This requires amending both the Master Plan and the Planned Unit Development (via CUP2015-01) to allow for new uses which are not permitted in the RM-1 zoning district.

At the Planning and Zoning Commission meeting of October 8, 2015, the Commission conducted a duly-noticed site visit and public hearing.

The Planning Commission unanimously recommended approval, to the City Council, of the aforementioned applications SUBPA2015-04, MPD205-01, CUP2015-01. Staff also recommends approval.

Finally, the applicant has proposed alternate layouts and designs of duplex units, in addition to the aforementioned new single-family units which will have townhome-style means of ownership and common area maintenance. One of these single-family units, Building G, on Sublot 19 of the White Clouds, has already been constructed without having received design review approval by the Planning and Zoning Commission; approval of the design review application (DR2015-33) will retroactively permit the structure.

The Planning Commission unanimously approved application DR2015-33.

RELEVANT DEFINITIONS

DWELLING UNIT, TOWNHOUSE: Dwelling units erected generally in a row, each unit being separated from the adjoining unit or units by a party wall or walls, extending from the basement floor to the roof along the dividing townhouse subplot line, each unit having its own access to the outside, and no unit located over another unit in part or in whole.

TOWNHOUSE DEVELOPMENT: A project of two (2) or more townhouse units that may be constructed as:
a) single building(s) and/or b) single buildings containing single townhouse units.

TOWNHOUSE SUBLOTS: The lot resulting from platting a townhouse development.

TOWNHOUSE UNIT: See definition of Dwelling Unit, Townhouse.

PLANNED UNIT DEVELOPMENT: A use or combination of uses for a tract of land no smaller than four (4) acres in size to be developed as a unit under single ownership or control, pursuant to a conditional use permit.

PLAT AMENDMENT:

A. A change or modification of the boundary lines between existing lots or tracts of land or between dwelling units which does not reduce the area, frontage, width, depth, or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units; or

B. Other minor changes to subdivision, condominium or townhouse plats such as, but not limited to, notation changes, boundary shifts, and removal of lot line(s), each of which does not reduce the area, frontage, width, depth, or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units; or

C. Modification or relocation of the building envelope.

NONCONFORMING USE: The use of a structure or premises, lawfully existing at the effective date hereof, for any purpose not permitted by the provisions of this title, and the use of a structure or premises lawfully existing at the effective date of any amendment to this title, for any purpose not permitted by said amendment.

**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: 5 November 2015

MASTER PLAN DEVELOPMENT AMENDMENT (MPD2015-01)

APPLICANT: Benchmark Associates for Sun Valley Company

LOCATION: White Clouds Subdivision

ZONING DISTRICTS: Multi-Family Residential (RM-1) Zoning District

REQUEST: To amend the previously approved 2006 Master Plan for the White Clouds (formerly Gun Club LUPA) to provide a range of permitted dwelling units (26 to 36) and to permit the addition of single-family dwellings as a use in the multi-family zoned parcels.

ANALYSIS: The original 2006 approval of the Master Plan for the White Clouds (formerly Gun Club LUPA) Area specified a precise number of 365 multi-family units to be constructed. Densities were presumed at 8-12 dwelling units per acre. In the 2014 Amendment, the applicants reduced that number to a specific 48 multi-family units with no mention in the approval for a range of densities. Twelve of those units were constructed in the White Clouds Townhomes, with 36 approved for the Diamond Back Townhomes development. This application provides a range of units that may be constructed, with a maximum of 36 and a minimum of 26; the current proposals are for 31 units, as opposed to the previously approved and platted 36. The range of units allowable ensures that future changes - responding to market conditions - don't require as strict a level of review as a Master Plan Amendment.

This project is subject to review by the Commission and City Council due to language in the City's Municipal Code stating:

6. Major And Minor Amendments: An approved MPD may be amended at any time using the process set out herein, and may be amended simultaneously with the processing of a development application. The director shall decide whether a proposed amendment is a "major" or "minor" amendment. In order to initiate an amendment, the applicant shall submit to the director an application on those items that would change if the proposed amendment were approved. Review of applications for amendments shall be governed by those criteria set forth in subsection E of this section. Approved amendments shall be recorded as set forth in subsection D7 of this section.

a. Major Amendments: Changes of the following types shall define an amendment as major:

(1) Changes which would modify or reallocate the allowable building height, mix of uses, or density of a development;

The subject application proposes to alter the permissible density by reducing it from the previously approved 5.5 units per acre to as low as 4 units per acre. The subject application also proposes to allow single-family

units, with a townhome style of ownership, to be allowed in the development despite the RM-1 Multi-family Zoning District prohibiting such uses.

The request to allow for single-family homes in the Multi-family Zoning District, and the reduction in density, result in a multi-family zoned parcel which has lower densities than even the RS-2 (Cluster Single Family) zone. The original intent of the high number of dwelling units in the Gun Club LUPA was to provide for a large number of dense, more affordable homes; the recent applications and amendments have reduced the number of permitted multi-family units to as low as 10% of the original Master Plan approval. The processes outlined in SVMC § 9-5B-6 [Master Plan Development] allow for alteration of the original Master Plan provided the project conforms to the intent and guidelines of the Comprehensive Plan; this project now meets the minimum prescribed by that document in density and form.

RECOMMENDATION: Staff recommends approval of Master Plan Development (Amendment) Application MPD2015-01.

RECOMMENDED MOTION: "I move to approve Master Plan Development Application MPD2015-01, amending the previously approved 2006 Master Plan for the Gun Club LUPA, pursuant to the Findings of Fact."

ALTERNATIVE ACTIONS: Recommend denial of the application and draft findings supporting denial.

ATTACHMENTS:

1. Findings of Fact
2. Application Materials

SUN VALLEY CITY COUNCIL

MASTER PLAN AMENDMENT	)	FINDINGS OF FACT/CONCLUSIONS
PARCEL A	)	OF LAW, DECISION
WHITE CLOUDS CORRECTED PUD SUB	)	AND CONDITIONS
APPLICATION NO. MPD2015-01)	

This subject amendment to the previously approved 2006 Master Plan Development was presented to the Sun Valley City Council for consideration on November 5, 2015 as a duly noticed public hearing. The Council considered a request to eliminate a specific number of permissible development units and replace that precise number with a range of units between 26 and 36, as well as to allow single-family structures on the existing Parcel A Amended of the White Clouds Corrected PUD Subdivision Plat. This Master Plan Development Amendment MPD 2015-01 has been submitted concurrently with Conditional Use Permit Application CUP2014-01 to amend the Planned Unit Development, and Design Review DR 2015-33.

The City Council conducted a properly noticed public hearing, reviewed the Agenda Report and heard the comments of City staff, the applicant's representatives and the public. Additionally, the Council reviewed the approval recommendation document and suggested Findings of Fact, Conclusions of Law, and Conditions of Approval recommended by the Planning and Zoning Commission. Based on the evidence presented, the City Council hereby approves the plat amendment with the following Findings of Fact and Conclusions of Law and subject to specific conditions of approval.

FINDINGS OF FACT/CONCLUSIONS OF LAW

1. The applicant is Benchmark Associates, P.A. for Sun Valley Company. The subject property consists of existing Parcel A of the White Clouds Corrected PUD Subdivision Plat. This Master Plan Development Amendment application was submitted in conjunction with Conditional Use Permit Application CUP2015-01 to amend the Planned Unit Development, Plat Amendment SUBPA2015-04 to reduce and reconfigure sublots within Parcel A, and Design Review DR 2015-33 to approve the building designs. The applications were submitted to reorganize the subject area for construction of thirty-one (31) new residential townhome units on Amended Parcel A, including single-family townhome-style units.
2. The MPD is consistent with the city comprehensive plan, as amended, including the future land use map and the land use planning area guidelines and land use designations, if applicable; **the request allows for flexibility in applying a variety of single-family and multi-family housing types in a variety of zoning districts, while keeping the permitted densities above the minimum required 4 units per acre in the "Medium Density Residential" land use designation.**
3. The MPD complies with each applicable element of the purpose SVMC § 9-5B-6;;
 - a. Implement the goals and objectives of the city's comprehensive plan, as amended, including the future land use map, the land use designations and the land use planning area guidelines, if applicable; **the request allows for flexibility in applying a variety of single-family and multi-family housing types in a variety of zoning districts, while keeping the permitted densities above the minimum required 4 units per acre in the "Medium Density Residential" land use designation.**

- b. Contribute to the social, economic and environmental sustainability of the city; **this application provides housing units which will bring in residents and visitors to the area, providing further economic vibrancy.**
 - c. Strengthen the resort character of the city; **the applicant is proposing the density reduction to provide market-rate dwelling units for second-home owners and visitors, adjacent to the golf course and near the resort core.**
 - d. Develop in a manner that is highly respectful of the natural setting, that is at a human scale and ensures neighborhood compatibility; **the reduction in the number of units will increase the amount of open space in the development, enhancing views to natural features.**
 - e. Provide for an integrated transportation system which prioritizes a pedestrian environment and mass transit and reduces vehicular trips; **the project contains sidewalks and is adjacent to community bike paths.**
 - f. Result in a contribution of amenities to the community, including maintaining public access to recreational facilities; **previous approvals ensured public access to the White Clouds Golf Course and adjacent trails.**
 - g. Designate and protect open site area in perpetuity; **previous approvals ensured the protection of open space and natural views.**
 - h. Provide for a mix of housing types for visitors and year round and seasonal residents; **the proposal will allow for a mix of single-family and multi-family dwellings.**
 - i. Provide for the housing needs of the work force through a variety of dispersed units within the city, or an alternative area as approved by the city council; **previous approvals addressed the need for workforce housing, and this approval reduces the demand for such housing.**
 - j. If necessary, plan for the coordinated and phased construction of infrastructure, including public facilities and transportation system components; **this is not applicable, as the infrastructure is already installed.**
4. The MPD meets the minimum requirements of this chapter; **the amendment meets the intent and requirements of the chapter as indicated in the other requisite findings.**
 5. The MPD promotes the orderly planning and development of land, as set forth in the purpose for this process, subsection A of this section; **the amendment meets the purpose as outlined in required finding #2.**
 6. The MPD has been properly noticed and public hearing held in accordance with this code; **notice was provided in the Idaho Mountain Express legal ads on September 23rd, September 30th, and October 7th, and a display ad on October 7th; in five locations throughout the city; and by direct mail to the owners. A public hearing was conducted by the Planning and Zoning Commission on October 8th.**
 7. The MPD complies with all city zoning regulations and codes in effect at the time of the MPD application. (Ord. 386, 4-19-2007). **The amendment, pursuant to other related**

applications and approvals, will meet all regulations associated with the RM-1 zoning district.

DECISION

Therefore, based upon the foregoing Findings of Fact/Conclusions of Law, the Sun Valley City Council hereby approves the amendment to the 2006 Master Plan Development for the White Clouds Subdivision, according to the plans and documents submitted as part of the development application, subject to the following specific conditions of approval.

CONDITIONS OF APPROVAL

1. Prior to any new construction activity, the applicant shall receive City approvals specific to each of the phases and elements in the Master Plan, as may be applicable, including design review, grading permits, building permits, construction management plans, etc.
2. The Master Plan Development Amendment approval shall be recorded with the Office of the County Recorder, Blaine County, Idaho as per the requirements of Municipal Code Section 9-5B-6. All approved MPDs, and all approved amendments to such MPDs, specifying the land within its boundaries, shall be recorded in the Blaine County recorder's office with a notation that all land within such boundaries shall be subject to the provisions of such MPD or amendment unless or until amended. Such recording shall be a "memorandum of MPD" stating generally that the site has been approved as an MPD (MPD Amendment) on file with the city.

Dated this 5th day of November, 2015

Dewayne Briscoe, Mayor
City of Sun Valley

Date Findings of Fact signed

ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: 5 November 2015

PLANNED UNIT DEVELOPMENT (CUP2015-01)

APPLICANT: Benchmark Associates for Sun Valley Company

LOCATION: White Clouds Subdivision

ZONING DISTRICTS: Multi-Family Residential (RM-1) Zoning District

REQUEST: Amend CUP2007-05 (Gun Club LUPA PUD) to allow single-family homes in the RM-1 Zoning Districts within the White Clouds Subdivision.

ANALYSIS: The applicant proposes to add single family homes to the RM-1 Multi-family Zoning District. Single-family dwellings are not a permitted use in the RM-1, but non-permitted uses can be added to a zoning district subject to approval of a Planned Unit Development. Since the area is already a PUD, the existing PUD must be amended. Planned Unit Developments are approved via the Conditional Use Permit approval process, and using the CUP's required findings, subject to the qualifications detailed in SVMC § 9-5B-7.

- 1. A planned unit development may include any use allowed either as a permitted or conditional use in any of the zoning districts of the city. **Single-family homes are permitted in other zones, including the RA, RS-1, and RS-2 districts.***
- 2. Minimum size of a planned unit development shall be at least four (4) acres. **The entirety of the White Clouds PUD is 324.8 acres.***

There are already four single family "townhomes" approved in the White Clouds Townhomes, the development immediately across from the Sun Valley Golf Club, and one constructed in the Diamond Back Townhomes. This approval brings their existence into legal compliance with our code.

RECOMMENDATION: Staff recommends approval of CUP2015-01 amending the Planned Unit Development (CUP2007-05) for the White Clouds Subdivision.

RECOMMENDED MOTION: "I move to approve Conditional Use Permit CUP2015-01, amending the previously approved 2007 Gun Club LUPA PUD Application, pursuant to the Findings of Fact."

ALTERNATIVE ACTIONS: Move denial of the application and draft findings supporting denial.

ATTACHMENTS:

1. Findings of Fact
2. Application Materials

Draft
**FINDINGS OF FACT AND CONCLUSIONS OF LAW
CITY OF SUN VALLEY
PLANNED UNIT DEVELOPMENT AMENDMENT**

Project Name: **Planned Unit Development Amendment CUP2015-01**

Applicant: **Benchmark Associates for Sun Valley Company**

Location: **White Clouds Subdivision, Parcels A, B, E, & J**

Zoning Districts: **Multi-Family Residential (RM-1) Zoning District**

Project Description: Amend the previously approved Planned Unit Development for the White Clouds (formerly Gun Club LUPA) to permit the addition of single-family dwellings as a use in multi-family zoned parcels.

Required Findings: In order to approve a design review application and based on the standards set forth in **Sun Valley Municipal Code, Title 9, Chapter 5B-7 (PLANNED UNIT DEVELOPMENT)**, the Planning and Zoning Commission shall make the following findings:

1. The use is appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district; **single-family homes are not substantially less dense or more impactful than the duplex and four-plex homes already permitted in such zoning districts where the multi-family uses are permitted.**
2. The use will be supported by adequate public facilities or services to the surrounding area, or conditions can be established to mitigate adverse impacts; **all public services exist to serve the proposed uses or are currently in construction.**
3. The use will not unreasonably diminish either the health, safety or welfare of the community; **single-family homes are similar to other residential uses in the same zoning district.**
4. The use is not in conflict with the comprehensive plan or other adopted plans, policies, or ordinances of the city. **The Planned Unit Development process was specifically created to allow flexibility in implementing the zoning code while achieving the financial and pragmatic goals of the applicants.**

CONDITIONS OF APPROVAL

1. Prior to any new construction activity, the applicant shall receive City approvals specific to each of the phases and elements in the Planned Unit Development, as may be applicable, including design review, grading permits, building permits, construction management plans, etc.

CONCLUSIONS OF LAW

The Sun Valley City Council concludes that the White Clouds Planned Unit Development Amendment meets the standards for approval under Title 9, Chapter 5, City of Sun Valley Municipal Code provided the above conditions of approval are met.

DECISION

Therefore, the Sun Valley City Council **approves** the subject Master Plan Development Amendment Application No. CUP 2015-01 for the White Clouds Development subject to the Conditions of Approval above.

Dated this 5th day of November, 2015.

Dewayne Briscoe, Mayor
City of Sun Valley

Date Findings of Fact signed

ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: 5 November 2015

PLAT AMENDMENT (SUBPA2015-04)

APPLICANT: Benchmark Associates for Sun Valley Company

LOCATION: White Clouds Subdivision

ZONING DISTRICTS: Multi-Family Residential (RM-1) Zoning District

REQUEST: Amend the preliminary plat (SUBPP2014-03) for Parcel A Amended within the plat of *White Clouds Corrected, Parcels A, B, & J, Amended* to reduce the number of sublots from 36 to 31 and reconfigure/renumber the sublots.

ANALYSIS: The applicant is reducing the number of sublots (dwelling units) in the Diamond Back Townhomes from 36 to 31 with this Amendment to the previously approved plat of *White Clouds Corrected, Parcels A, B, & J, Amended*. The proposed decrease and corresponding reconfiguration of the number of sublots/dwellings is the result of the applicant responding to market conditions. Originally the White Clouds area was originally scheduled for 365 multi-family units, but that number has been reduced, as of this application to 43 luxury units across two multifamily-zoned parcels.

The most notable change to the preliminary approved plat is the reconfiguration of the unit types. Originally, there were 36 units in four four-plexes and ten duplexes; the revision now shows 31 units in three four-plexes, five "smaller" duplexes, three "larger" duplexes, and three single-family units.

Applications for plat amendments are subject to the following standards, or they must be reviewed as a new application.

E. Standards:

- 1. A plat amendment shall not lower the dimensions of the lot below the minimum dimensional standards prescribed by this title;*
- 2. A plat amendment shall not increase the original number of properties, and may decrease the original number of properties; and*
- 3. A plat amendment shall not change or move any public streets or publicly dedicated areas in any manner.*

None of the three aforementioned standards have been exceeded, thereby allowing the reconfiguration as a Plat Amendment as opposed to a new Preliminary Plat.

A reduction in the number of units decreases the demand for water, sewer, and other public utilities as well as other public services including fire and police response. The City Engineer has reviewed the applications and recommended approval as well.

RECOMMENDATION: Staff recommends approval of PA2015-04 amending the previously approved plat of *White Clouds Corrected, Parcels A, B, & J, Amended*.

RECOMMENDED MOTION: "I move to approve Plat Amendment PA2015-04, amending the previously approved plat of *White Clouds Corrected, Parcels A, B & J Amended*, pursuant to the Conditions of Approval and Findings of Fact."

ALTERNATIVE ACTIONS: Move denial of the application and draft findings supporting denial.

ATTACHMENTS:

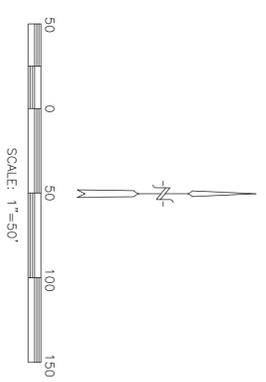
1. Findings of Fact
2. Application Materials

DIAMOND BACK TOWNHOMES

LOCATED WITHIN: TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF PARCELS A, B & J AMENDED, WITHIN THE PLAT OF "WHITE
CLOUDS CORRECTED : PARCELS A, B & J AMENDED", CREATING SUBLOTS 1 -31.

AUGUST 2015



LEGEND

- PROPERTY BOUNDARY
- SUBLOT BOUNDARY
- LANDSCAPE BUFFER
- CULVERT EASEMENT
- CENTERLINE ACCESS EASEMENT TO BE VACATED
- CENTERLINE ACCESS EASEMENT
- SNOW STORAGE & UTILITY EASEMENT
- CENTERLINE DRAINAGE EASEMENT
- CENTERLINE DRAINAGE EASEMENT TO BE VACATED
- ORIGINAL LAYOUT - 2/26/2014
- L/C LIMITED COMMON AREA (SEE NOTE 5.)
- C/A COMMON AREA
- FOUND 5/8" REBAR
- BRASS CAP

LINE DATA

LINE	BEARING	DISTANCE
L1	N11°00'31"W	36.15'
L2	N44°09'09"W	46.73'
L3	N31°07'38"W	43.91'
L4	N05°04'04"W	38.41'
L5	N32°53'34"W	63.34'
L6	N21°27'48"W	44.29'
L7	N26°23'56"W	50.92'
L8	N04°46'02"W	55.72'
L9	N20°50'23"W	38.29'
L10	N13°13'33"W	61.48'
L11	N20°46'37"W	61.48'
L12	N20°46'37"W	61.48'
L13	S45°50'17"E	39.15'

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	348.85'	113.33'	112.83'	S31°11'28"E	18°38'48"
C2	344.00'	95.96'	95.65'	S29°52'31"E	15°58'58"
C3	344.00'	45.96'	45.83'	S41°41'09"E	07°38'18"
C4	25.00'	39.57'	39.48'	S21°52'34"E	60°13'47"
C5	25.00'	39.57'	39.48'	S21°52'34"E	60°13'47"

NOTES:

1. BASIS OF BEARINGS IS PER THE ORIGINAL PLAT OF THE WHITE CLOUDS CORRECTED P.L.D. (INST. NO. 571389) . BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER SAID PLAT. REFER TO SAID PLAT, PLAT NOTES & COCCRS AND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DIAMOND BACK TOWNHOMES AND/OR RESTRICTIONS REGARDING THIS PROPERTY. *FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
2. BUILDING SETBACKS SHALL COMPLY WITH APPLICABLE ZONING REGULATIONS.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND UTILITIES INCLUDING PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. SUBLOT BOUNDARIES REFLECT BUILDING FOOTPRINT PER ARCHITECTS PLAN.
5. LIMITED COMMON AREA FOR DRIVEWAY ACCESS TO RESPECTIVE SUBLOTS.
6. A 30 FOOT WIDE DRAINAGE EASEMENT CENTERED ON THE REROUTED DRAINAGE DITCH IS GRANTED AS SHOWN HEREON.
7. A 15 FOOT WIDE CULVERT EASEMENT EXISTS WITHIN PARCEL A AMENDED, AS SHOWN HEREON.
8. THERE SHALL BE A 10 FOOT WIDE UTILITY, DRAINAGE AND IRRIGATION EASEMENT CENTERED ON ALL LOT LINES AND ADJACENT TO ALL STREET AND SUBDIVISION BOUNDARIES.
9. ALL REQUIRED EMERGENCY ACCESS LINES SHALL REMAIN OPEN AND UNOBSTRUCTED AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN SAID LINES YEAR-ROUND, INCLUDING BUT NOT LIMITED TO SNOW REMOVAL AND ENFORCEMENT OF NO VEHICULAR PARKING WITHIN SAID LINES AT ANY TIME.
10. THE 20 FOOT WIDE LANDSCAPE BUFFER WITHIN PARCEL A AMENDED IS RESERVED FOR TRAILS, HARDSCAPE, SIGNAGE, MONUMENT SIGNAGE, PLANTINGS OR SIMILAR USAGE.
11. A 10 FOOT ACCESS EASEMENT EXISTS ALONG THE GOLF CART PATH, TO BURNET THE SUN VALLEY WATER & SEWER DISTRICT FOR ACCESS TO SAID SOLE CART PATH.
12. ELEVATIONS BASED ON WHITE CLOUDS CONSTRUCTION DATUM.

PRELIMINARY PLAT

P-2

DIAMOND BACK TOWNHOMES

LOCATED WITHIN:
SECTION 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY

PROJECT NO. 13160 DATE: 08/12/2015

PRELIMINARY PLAT DWG BY: JFG/CP DBT PRE: PL12015.DWG SHEET: 1 OF 1

PREPARED BY: BENCHMARK ASSOCIATES P.A.
KITCHIK, IDAHO, 83340
PHONE: (208) 726-9512 FAX: (208) 726-9514

Diamondback Townhomes Preliminary Plat Review

TO: Jae Hill/City of Sun Valley

COPIES: Abby Rivin/City of Sun Valley
Cinda Lewis, Benchmark Associates

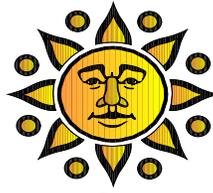
FROM: Betsy Roberts

DATE: October 5, 2015

We received the Preliminary Plat for the Diamondback Townhomes and have conducted our review. While there are still several outstanding pieces of information, those are typically presented with the final plat. At this time, we find the Preliminary Plat to be acceptable.

PRELIMINARY PLAT CHECK LIST

1	Subdivision Name:	Diamond Back Townhomes
2	Reviewer:	Betsy Roberts
3	Date:	October 5, 2015
4	Sheet Title and Preamble:	Diamond Back Townhomes Located within: Sections 6&7, Township 4 North, Range 18 East, B.M., City of Sun Valley, Blaine County, Idaho A Townhouse Subdivision of Parcel A Amended, within the plat of "White Clouds Corrected: Parcels A, B, & J Amended", creating sublots 1-31. August 2015
5	Basis of Bearing:	OK. Basis of Bearing per original Plat referred to in Note #1. Original Basis of Bearing shown in Plat of White Clouds Corrected PUD (Inst. No. 571308)
6	North Arrow:	OK
7	Scale and Legend:	Checking legend around sublots 1 - 12
8	Plat Closure:	Closure report to come with final plat; check Line 1 and Line 3 (dimension was incorrect in previous subplot plats)
9	Total Area:	Not Shown, subplot areas shown
10	Monuments:	OK
11	Land Corners:	OK
12	Initial Point:	Not Shown. Referred to in White Clouds Corrected Plat.
13	Street Names & Width:	OK - agreed names would be removed since they are private streets. Width 22' described in easement.
14	Easements:	Identified but not defined.
15	Lot & Block Numbers:	OK
16	Lot Dimensions:	Not shown
17	Curve & Line Tables:	Provided. Check L1 and L3 to confirm they check with Closure when done.
18	Certifications:	Not Shown
19	Certificate of Owner:	None
20	Certificate of Surveyor:	None
21	Sanitary Restriction:	None
22	Agency Approvals:	None
23	Public Dedication:	None
24	Common Areas:	OK



**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

To: Honorable Mayor and City Council
From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: November 5, 2015
Agenda Item: **Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D Final Plat Application No. SUBFP 2015-07**

SUBJECT: Public hearing for a final plat application for Sublots 13&14, 17&18 and Tract D of a multi-family residential development consisting of sublots for four constructed units of a thirty-six unit townhome subdivision.

Applicant: Benchmark Associates, P.A. for Sun Valley Company.

Application Filing Date: October 5, 2015.

Location: Parcel A Amended of White Clouds Corrected Subdivision.

BACKGROUND: The *Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D Final Plat* application consists of a proposed final plat exhibit (**Exhibit CC-5**) showing the surveyed location, lot and townhome subplot boundaries, common areas, private driveways, land uses, zoning, notes and related easements for the two constructed townhomes. The final plat application requires a public hearing with the City Council prior to finalization and recordation of the Final Plat with the Blaine County Recorder. The project area consists of an existing 6.48 acre parcel within the Multi-Family Residential (RM-1) Zoning District of the White Clouds Subdivision. The proposed final plat is directly associated with Plat Amendment Application SUBPA 2014-03, Preliminary Plat Application SUBPP 2014-04, and Design Review Application No. DR 2014-05 for the construction of thirty-six townhome units with associated site improvements. Many of the thirty-six townhome units and related infrastructure improvements have been constructed. The four completed townhome units comprise two duplexes. The remaining townhome units are in various stages of construction/completion, as are the related site improvements, and final plats will be submitted for these remaining sublots once they are complete.

The subject parcel, Parcel A, was created for multi-family residential development as part of the White Clouds Subdivision through the City's approval of the project's Master Plan, Zoning Map Amendment, Planned Unit Development (PUD), Preliminary Plat, and Final Plat. Parcel A is one of five (5) multi-family parcels created by the White Clouds Corrected Subdivision. The RM-1 Zoning District provides for medium density residential apartment, condominium, and/or townhouse dwellings as well as incidental uses. Multiple-family residential townhouse units are permitted by right within the RM-1 zone. The 6.48 acre parcel has a maximum density permitted by the Preliminary Plat of 14 townhome units per gross acre. The project's proposed thirty-six townhome units complies with the maximum density of 90 dwelling units for the parcel allowed within the RM-1 Zoning District.

The property owner filed a preliminary plat application on January 7, 2014 to subdivide Parcel A into thirty-six townhome sublots with associated site improvements. The Planning and Zoning Commission recommended approval of the preliminary plat to the City Council on April 17, 2014 and the City Council approved the preliminary plat application on May 15, 2014. The City Council's signed approval document, including findings of fact, conclusions of law and conditions of approval, for the preliminary plat is attached as **Exhibit CC-3**. Subsequently, improvement and utility plans were reviewed and approved by the City and various building permits were issued for the project. Construction commenced and now two of the duplexes are complete, each receiving a Certificate of Occupancy (**Exhibit CC-2**) from the Building Official. The significant infrastructure for the entire project has been completed and the driveway access to and behind the two units is in place.

ANALYSIS: As per Municipal Code Section 9-4A-7B, Director's Review, the *Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D Final Plat* was reviewed by the Community Development Director for compliance with the approved preliminary plat design and all applicable conditions of approval. As permitted by the Development Code, the Director determined that the final plat did not significantly differ from the approved preliminary plat and did not require that the final plat be submitted to the Planning and Zoning Commission for its evaluation and decision in the same manner as required in the preliminary plat process. Additionally, the final plat and application materials have been found to comply with all applicable standards and requirements of the City Code.

CONDITION OF APPROVAL COMPLIANCE: The White Clouds Development, Parcel A, Multi-Family Townhomes Preliminary Plat approval contains eleven (11) specific conditions of approval, listed as follows:

1. *The Preliminary Plat and all aspects of the subdivision design shall conform to the project drawings stamped received by the City of Sun Valley on March 10, 2014 and reviewed by the Planning and Zoning Commission on March 20, 2014. Construction of improvements, facilities, private streets, driveways and public utility improvements shall be completed to the satisfaction of the City.*
2. *The applicant shall comply with all conditions and comments contained in the February 11, 2014 review and comment letter from the Sun Valley Fire Department. No changes shall be allowed to the Plat without prior approval of the Fire Chief and the Community Development Director.*
3. *To the satisfaction of the Community Development Director, in order to insure compliance with Title 7 of the City Code, the Developer shall provide, pay for, and install, or cause to be installed to City standards the following (as applicable) so as to insure that the City can provide necessary Municipal services and facilities:*
 - a. *Water distribution systems and appurtenances including fire hydrants, fire alarms and other fire control devices.*
 - b. *Sewer lines, pumps and appurtenant sewage collection and disposal devices, together with devices for the removal of materials and water from sewage not amenable to or capable of treatment or reduction by the sewer district's sewage treatment processes or prohibited by State or Federal laws or regulations.*
 - c. *Streets, curbs and gutters, street base coarse material, wearing coarse material, bridges, sidewalks, bicycle pathways, street signs, traffic control devices,*

- intersection signals, vehicle turning and deceleration lanes (if applicable).*
- d. Storm drainage structures, lines and appurtenances, including culverts or other devices to enclose open ditches and to inhibit access to them by children, together with drainage easements sufficient to accommodate expected runoffs as determined according to generally accepted drainage accommodation principles.*
 - e. Electrical distribution facilities, transformers and appurtenances, underground wiring, underground communication systems, wiring and underground cable television system and wiring.*
 - f. Gas distribution systems and appurtenances.*
 - g. Preservation or replacement of trees, shrubs, ground cover and other vegetation, install soil stabilization improvements to prevent erosion or degradation of surface water quality and inhibit vegetative growth in impounded waters or streams.*
 - h. Public easements shall be dedicated for all required utilities and improvements.*
- 4. The drawing submitted for final plat application and the drawings submitted to the City for infrastructure improvements shall be reviewed by the City's engineer and all proposed private street, grading, driveway, utility and drainage improvements shall conform to applicable standards. The drainage improvements shall be designed and constructed to be consistent with and compatible with the existing drainage improvements along Diamond Back Road and Trail Creek Road as well as any improvements and conditions on the adjacent Sun Valley Golf Course property and the adjacent residential subdivision. The applicant shall comply and/or clarify as needed all applicable comments and conditions contained in the review letter dated March 7, 2014 from the City's Engineer, CH2MHill.*
 - 5. The private street improvements and all related project grading, driveway, utility and drainage improvements shall be designed and constructed to City standards to the satisfaction of the City's engineer, the Streets Department and the Community Development Director. No construction shall take place for the street improvements prior to City review and approval of a design and infrastructure plan.*
 - 6. The construction management plan submitted for the thirty-six townhouse subplot subdivision that addresses construction parking, material storage, storm water runoff, site security, noise, hours of activity, and nuisance control (noise, music, animals, dust, site watering, trash, construction fencing, safety, and street cleaning) shall be complied with to the satisfaction of the Community Development Director and Chief Building Official throughout the entire construction process/phases.*
 - 7. The applicant shall submit copies of draft party wall agreements for the duplex and four-plex units to the Community Development Department prior to issuance of any grading or building permits for the project as per Development Code requirements. Final party wall agreements shall be recorded and copies submitted to the Community Development Department prior to final plat approval.*
 - 8. Prior to final plat approval by the City, the applicant shall submit final copies of agreements and documents creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking and/or open site areas.*
 - 9. This Preliminary Plat is specific to and contingent upon City approval of associated applications including Master Plan Development Amendment No. MPD 2014-02, Zoning*

Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Plat Amendment No. SUBPA 2014-03, Preliminary Plat No. SUBPP 2014-02, and Design Review No. 2014-05. The applicant shall satisfy all applicable conditions and requirements of these associated application approvals in addition to the conditions contained herein.

10. *A final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Code Section 9-4A-8.*
11. *This preliminary plat approval shall expire three hundred sixty five (365) days from the date of approval unless extended pursuant to Code Section 9-5A-9.*

In satisfaction of Conditions of Approval No. 1, 2, 3 and 5 of the preliminary plat approval, the Community Development Director reviewed the submitted final plat drawing and find that it conforms to the approved preliminary plat drawings (**attached as Exhibit CC-4**), reviewed and approved by the City Council on May 15, 2014. The overall thirty-six unit project's infrastructure improvements have been constructed to the satisfaction of the Community Development Director and the Building Official.

Although ten units and all the required public safety improvements and infrastructure are in place and available, approximately twenty-six approved townhome units remain under construction. The applicant has requested that a final plat be approved for these four completed dwelling units so pending sales can be finalized. The draft City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the *Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D* (**Exhibit CC-1**) includes a condition of approval as follows for consideration by the City Council prior to action on the final plat:

As required by Condition No. 4 of the preliminary plat the applicant has complied and/or clarified as needed all applicable comments and conditions contained in the CH2MHill preliminary plat review comment letter dated March 7, 2014.

Pursuant to Condition No. 6, to the satisfaction of the Community Development Director and Building Official, a construction management plan was satisfactorily submitted to the City for review and was approved. Significant grading and construction has occurred on the site with no significant negative public impact or complaint.

To satisfy Conditions 7 and 8, the applicant has submitted copies of draft party wall agreements for the duplex units and draft Declaration of Covenants, Conditions and Restrictions of White Clouds Townhomes. Proposed condition of approval No. 2 in the attached City Council Findings will reliably satisfy these two preliminary plat requirements.

In regard to Condition No. 9 of the preliminary plat approval, the constructed townhome units and all related site improvements have been completed in conformance with the City's design review approvals and building permits. As specified above, the townhome units have received final inspection and a certificate of occupancy from the Building Official, which satisfies Condition No. 10.

Lastly, in regard to Condition No. 11, the preliminary plat was approved by the City Council on May 15, 2014, grading and building permit applications were soon thereafter reviewed and issued by the City, then substantially acted upon by the applicant. The Community Development

Director extended the preliminary plat approval pursuant to Code Section 9-5A-9. The final plat application was submitted to the City on September 1, 2015. Thus, Condition No. 11 above is also satisfied.

Therefore, it can be found by the City Council that the submitted final plat conforms with the approved preliminary plat design and all applicable conditions of approval required prior to City action on a final plat have been completely satisfied by the applicant. Draft City Council Findings of Fact, Conclusions of Law, Decision, and Conditions of Approval for the *Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D*, Application No. SUBFP 2015-07, are attached as **Exhibit CC-1**.

ALTERNATIVE ACTIONS: The alternatives available to the City Council for action on the final plat application include:

- (1) Close the public hearing, make the required findings and adopt the attached draft Findings of Fact and Conclusions of Law, as may be modified or specifically conditioned by the Council, approving the final plat application; or
- (2) Close the public hearing, discuss the findings, vote to deny the application and direct staff to return on a date certain with a resolution of denial reflecting the comments and findings of the Council; or
- (3) Continue the hearing date certain for further information and review prior to an action on the requested final plat or to direct staff to bring the final plat to the review of the Planning and Zoning Commission for a recommendation.

RECOMMENDATION: Before public comment is received, the City Council should disclose all information and contacts received outside the hearing on this item upon which the decision will be based, receive public testimony, and consider the facts and findings necessary to make a decision on the application. The City Council formally approved the preliminary plat application for the White Clouds Development, Parcel A Amended, Multi-Family Townhomes on May 15, 2014.

The Community Development Director recommends that the City Council make and adopt a motion to approve the final plat application by finding the submitted final plat is consistent with the approved preliminary plat and finding that all applicable conditions of approval required prior to City action on a final plat for the subdivision have been satisfied by the applicant.

LIST OF ATTACHED EXHIBITS:

- | | |
|--------------|---|
| Exhibit CC-1 | Draft City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the <i>Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D</i> , Application No. SUBFP 2015-07. |
| Exhibit CC-2 | Certificate of Occupancy for Diamond Back Townhomes: Sublots 13, 14, 17, and 18. |
| Exhibit CC-3 | Approved City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the <i>White Clouds Development, Parcel A</i> |

Amended, Multi-Family Townhomes Preliminary Plat, Application No. SUBPP 2014-04.

Exhibit CC-4 *White Clouds Development, Parcel A, Multi-Family Townhomes* Preliminary Plat drawings consisting of four 11" by 17" sheets reviewed and approved by the City Council on May 15, 2014.

Exhibit CC-5 Reduced *Diamond Back Townhomes: Sublots 13&14, 17&18 and Tract D*, Application No. SUBFP 2015-07 Final Plat Exhibit, consisting of three 11" by 17" sheets received by the City of Sun Valley on October 5, 2015.

Exhibit CC-6 Final Plat Review: *Diamond Back Townhomes: Sublots 13-14, 17-18, and Tract D*, letter and plat checklist from Betsy Roberts of CH2MHill, dated October 13, 2015.

**The entire administrative record for the final plat application is available for review in the Community Development Department at City Hall.

**DRAFT
SUN VALLEY CITY COUNCIL**

<p>LAND SUBDIVISION) WHITE CLOUDS TOWNHOMES) SUBLOTS 13&14, 17&18, AND TRACT D) OF PARCEL A AMENDED OF) WHITE CLOUDS CORRECTED) PARCELS A, B, & J AMENDED) FINAL PLAT) APPLICATION NO. SUBFP 2015-07)</p>	<p>FINDINGS OF FACT, CONCLUSIONS OF LAW, DECISION AND CONDITIONS OF APPROVAL</p>
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This final plat application for four townhome sublots of a thirty-six unit townhome subdivision came before the Sun Valley City Council for consideration on November 5, 2015. The City Council reviewed the Community Development Director’s Agenda Report and recommendation, conducted a properly noticed public hearing, and heard testimony from the public, the applicant, and the applicant’s representatives. Based on the evidence presented, the City Council makes the following Findings of Fact/Conclusions of Law and Decision.

FINDINGS OF FACT / CONCLUSIONS OF LAW

1. The applicant for the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* is Benchmark Associates, P.A. for Sun Valley Company. The project area consists of an existing 6.48 acre parcel within the Multi-Family Residential (RM-1) Zoning District of the White Clouds Subdivision. The final plat is directly associated with Plat Amendment Application SUBPA 2014-03, Preliminary Plat Application SUBPP 2014-04, and Design Review Application No. DR 2014-05 for the construction of thirty-six townhome units with associated site improvements. Several of the units and the base subdivision infrastructure have been constructed. Construction continues on the remaining units, and final plats will be submitted for those remaining sublots once completed.
2. The subject parcel was created for multi-family residential development as part of the White Clouds Subdivision through the City’s approval of the project’s Master Plan, Zoning Map Amendment, Planned Unit Development (PUD), Preliminary Plat, and Final Plat. Parcel A is one of five (5) multi-family parcels created by the White Clouds Subdivision.
3. The final plat for *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D (Application No. SUBFP 2015-07)* creates four new multi-family townhome sublots in two duplex buildings. The project’s remaining townhome units and related site improvements will be completed and recorded as separate final plat approvals. The RM-1 Zoning District provides for medium density residential apartment, condominium, and/or townhouse dwellings as well as incidental uses. Multiple-family residential townhouse units are permitted by right within the RM-1 zone. The 6.48 acre parcel has a maximum density permitted by the Preliminary Plat of 14 dwelling units per gross acres (90 units maximum). The project’s proposed total of thirty-six townhome units complies with the maximum density of 90 dwelling units for the parcel allowed within the RM-1 Zoning District.
4. The property owner filed a preliminary plat application on January 7, 2014 to subdivide Parcel A

into thirty-six townhome sublots with associated site improvements. The Planning and Zoning Commission recommended approval of the preliminary plat to the City Council on April 17, 2014 and the City Council approved the preliminary plat application on May 15, 2014. Improvement and utility plans were reviewed and approved by the City and various building permits were issued for the project. Construction commenced and these two townhome units are complete, each receiving a Certificate of Occupancy. The significant infrastructure for the entire project has been completed and the driveway access specific to the two units is in place.

5. As per Municipal Code Section 9-4A-7B, Director's Review, the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* Final Plat was reviewed by the Community Development Director for compliance with the approved preliminary plat design and all applicable conditions of approval. As permitted by the Development Code, the Director determined that the final plat did not significantly differ from the approved preliminary plat and, based on the review and comments from the City's Contract Engineer (CH2MHill), did not require that the final plat be submitted to the Planning and Zoning Commission for its evaluation and decision in the same manner as required in the preliminary plat process.
6. The required criteria for City Council review of a proposed final plat are contained in City Code Section 9-4A-7C and are fully discussed below. Additionally, City Code Section 9-4B-3, Townhomes, sets forth provisions to provide for public health, safety, and welfare of purchasers and residents of townhome developments. Section 9-4B-3D-2 requires that a final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Section 9-4A-8, Surety Agreements. The two townhome units associated with this Final Plat are complete and have received certificates of occupancy. All significant infrastructure for the thirty-six unit townhome development is complete and the construction of the remaining townhome units continues.
7. The subdivision includes extensive open common area and a private street/driveway system to access each of the two newly constructed townhome sublots from the Diamond Back Road right-of-way. Snow storage, utility, and drainage easements exist on the property along Diamond Back Road and Clos Du Val Road. The Diamond Back Road public street right-of-way and path will be plowed clear of snow by the City and Trail Creek Road is currently plowed by Idaho Transportation Department. No avalanche or run-out areas exist on the project site.
8. The SVW&SD issued a will-serve letter for the overall White Clouds Subdivision as part of the Preliminary Plat review and action. A submitted and approved Water and Sewer Plan detailed nearby existing utility infrastructure and on-site improvements. These water and sewer improvements are now constructed and available. The project can be fully served by the constructed water and sewer utilities. All other applicable services and utilities were extended to the site as part of the overall White Clouds infrastructure implementation and are adequate to fully serve the two townhomes as well as the remaining townhome units under construction.
9. Considering and in accordance with the deviations and public benefits contained in the PUD approval for the overall White Clouds Development, the project design is consistent with Development Code Sections 9-4A-5, Design, and 9-3H-4, Regulated Structures. The significant slopes, ridges, knolls, summits and hilltops of the White Clouds Land Use Planning Area were preserved and subdivided into open space and recreational zoned parcels. The remaining more developable portions of the area were subdivided into lots with single- and multi-family

residential uses. No significant historical, natural, ecological, architectural, archeological, or scenic special sites lie on site or directly adjacent to Parcel A. No significant streams, lakes, or other natural bodies of water lie on or adjacent to the site. The significant slopes and hillsides lie off-site adjacent to the northwest in open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No significant view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. In the RM-1 Zoning District, buildings on natural topography greater than fifteen percent (15%) are required to be designed in a manner to reduce visibility by using stepped building forms, natural color and materials, sloped roofs, and landscaping. This townhome project utilizes attached townhome units with pitched roof designs, placing the larger units at the less visible rear portion of the dug into existing grade. The project's use of natural stone and wood materials and mature screening landscaping further ensure compliance with hillside regulations. None of the thirty-six townhome units skyline above adjacent hillsides or knolls. The townhome project complies with all applicable regulations and design criteria contained in the Development Code and is consistent with the intent and purpose of the Hillside Ordinance, the White Clouds Master Plan, and the White Clouds PUD.

Based upon the foregoing Findings of Fact, the City Council makes the following Conclusions of Law:

1. Subject to appropriate conditions below, the subdivision conforms with all applicable requirements of Title 9, Development Code, and all other applicable ordinances and provisions of the City of Sun Valley City Code because the design of the townhome sublots with associated improvements complies with all applicable density, design, lot size, width, depth, shape, orientation, and use requirements. The Final Plat complies with all applicable regulations in effect for the proposed sublots within the applicable zoning district. The site is suitable for the proposed multi-family residential land use and is allowed by right within the RM-1 Zoning District. The applicant's thirty-six unit design represents development of the site with approximately one-third the development density allowed by Code. The proposed overall subdivision of the property to form thirty-six total townhome sublots and common area is in accordance with the uses and densities permitted within the RM-1 Zoning District.
2. The *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* Final Plat is in accordance with the City of Sun Valley 2005 Comprehensive Plan Update which designates the area as Medium Density Residential. The subject property is currently designated as Medium Density Residential (up to 14 du/acre max.) by the Future Land Use Map of the 2005 Comprehensive Plan Update. The RM-1 Zoning District implements the Medium Density Residential designation of the Comprehensive Plan.
3. Essential public facilities and services, including but not limited to emergency services, transit, public street maintenance, housing, and schools, are available to support the proposed uses and density or intensity without creating additional requirements at public costs for such public facilities and services.
4. The proposed subdivision will be accessed from the existing Diamond Back public roadway improvements. As required by the Fire Department and proposed by the applicant, the constructed driveway and access roadway improvements meet all minimum standards for such

improvements as specified by Title 7 of the City Code. The existing Diamond Back Road and Trail Creek Road improvements provide direct access to the subdivision without the need for further construction of public streets or any additional right-of-way. Existing water and sewer infrastructure lies in close proximity and has been extended onto the site to adequately serve the new development. Proper Will Serve letters have been obtained for the project from the Sun Valley Water and Sewer District, Idaho Power, and Intermountain Gas Company. Snow plowing and clearing on the private driveway system will be provided by the property owners. No offsite improvements are needed to connect the subdivision with existing public services and utilities. Fire and police service are provided by the City. The development will have no significant impact on the financial capability of the City to provide municipal services.

5. It is determined that the proposed subdivision design complies with the specific design and improvement standards specified in Chapters 3 (Design and Development Regulations) and 4 (Subdivision Regulations) of Title 9 (Development Code) and with Title 7 (Engineering Standards and Design Practices) of the City Code. No significant historical, natural, ecological, architectural, or scenic special sites lie on or adjacent to the project site. No significant streams, lakes, or other natural bodies of water lie on site or directly adjacent. A site specific slope analysis was submitted as part of the project application and areas of any significant slope have been identified and quantified for the area on and adjacent to the proposed sublots. The significant slopes and hillsides lie off-site adjacent to the northwest in open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. No natural tree masses or unique rock or geological formations exist on the site and the area is not within an identified view corridor or skyline.
6. The Community Development Department and the City's contract engineer, CH2M Hill, have completed a comprehensive review of the final plat application and have determined that all required application materials have been satisfactorily submitted as per Development Code requirements. The proposed townhome subdivision is consistent with the 2005 Comprehensive Plan Update for the Gun Club (now referred to as the White Clouds) Land Use Planning Area. All aspects of the subdivision are consistent with the approved White Clouds Master Plan and the White Clouds PUD. The individual townhome sublots and surrounding site improvements are congruent with the size, nature, and character of existing and future development in the area. No significant negative impacts to the area, City, or natural environment have been identified due to the thirty-six lot townhome subdivision, including but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides, and other natural features. The final plat design minimizes impact on sensitive prominent hillsides and places development on the flatter, less visible areas of the site to minimize visual impacts on surrounding land uses. The townhomes placed higher on the site will be dug into grade. The subdivision is not materially detrimental to the public health, safety, and welfare, and any significant impacts have been mitigated satisfactorily as a result of the project design as determined by the City Council. No significant negative impacts to the area or City due to the two (2) townhome subplot subdivision have been identified by staff nor have any comments or questions been received by the City during the noticed review and comment period for the City Council public hearing on the final plat application.

DECISION

Therefore, based upon the foregoing Findings of Fact/Conclusions of Law, the Sun Valley City Council hereby conditionally approves the final plat for the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* based upon submitted application review documents, plat drawings, supporting exhibits, and testimony on the record at the public hearing, all considered by the City Council and subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat for the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* shall be recorded by the applicant at the Office of the County Recorder and a copy of the recorded final plat document shall be submitted to the Community Development Department. No lots within the proposed subdivision shall be sold until the plat has been recorded in the Office of the County Recorder.
2. Prior to or concurrent with recordation of the Final Plat, the applicant shall record a final copy of the *Declaration of Covenants, Conditions and Restrictions of Diamond Back Townhomes*, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking, and/or open site areas for the two newly completed townhomes. A copy of the recorded *Declaration* shall be submitted to the Community Development Director.

Dated this 5th day of November, 2015.

Dewayne Briscoe, Mayor
City of Sun Valley

Date Findings of Fact signed

ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

CC-2

Page Reserved for

Certificates of

Occupancy

for

Diamond Back

Townhomes Sublots 12

& 14 and 17 & 18

SUN VALLEY CITY COUNCIL

PRELIMINARY PLAT	)	FINDINGS OF FACT, CONCLUSIONS
PARCEL A AMENDED	)	OF LAW, DECISION AND
MULTI-FAMILY TOWNHOMES	)	CONDITIONS OF APPROVAL
WHITE CLOUDS DEVELOPMENT)	
APPLICATION NO. SUBPP 2014-04)	

This preliminary plat application came before the Sun Valley City Council for consideration on May 15, 2014. The City Council conducted a properly noticed public hearing; reviewed the application and materials submitted; heard testimony from the public, the applicant, and the applicant's representatives; and reviewed the City staff report. Based on the evidence presented, the City Council makes the following Findings of Fact/Conclusions of Law and Decision:

FINDINGS OF FACT / CONCLUSIONS OF LAW

1. The applicant for the White Clouds Parcel E Townhomes Subdivision is Benchmark Associates, P.A. for Sun Valley Company and Sun Valley Resort Property, LLC. The project area consists of a 6.48 acre (282,674 square feet) undeveloped parcel within the Multi-Family Residential (RM-1) Zoning District of the White Clouds Subdivision. The preliminary plat is directly associated with Design Review Application No. DR 2014-05 for the construction of thirty-six townhome units with associated site improvements.

2. The subject parcel was originally created for future multi-family residential development as part of the White Clouds Subdivision through the City's approval of the project's Master Plan, Zoning Map Amendment, Planned Unit Development (PUD), Preliminary Plat and Final Plat. Parcel A was one of five (5) multi-family parcels created by the White Clouds Subdivision. This townhome Preliminary Plat is specific to and contingent upon City approval of associated applications including Master Plan Development Amendment No. MPD 2014-02, Zoning Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Preliminary Plat No. SUBPP 2014-02, Preliminary Plat No. SUBPP 2014-03, and Design Review No. 2014-05. These associated applications result in a reconfiguration of multi-family and single-family parcels in the White Clouds Subdivision and Parcel A Amended was formed by the addition of a small portion of adjacent Parcel J and the southern portion of Parcel B.

3. This preliminary plat for White Clouds Parcel A Amended Townhome Subdivision (Application No. SUBPP 2014-04) creates thirty six (36) multi-family townhome sublots on a total of 6.48 acres. The thirty six townhome units consist of four four-plex attached structures (16 units) and ten attached duplex structures (20 units). The RM-1 Zoning District provides for medium density residential apartment, condominium and/or townhouse dwellings and incidental uses. Multiple-family residential townhouse units are permitted by right within the RM-1 zone. The 6.48 acre parcel has a maximum density permitted by Development Code of fourteen (14) dwelling units per gross acre (90 units maximum). The project's proposed 5.56 dwelling unit per acre density complies with the maximum density of 14 dwelling units per acre within the RM-1 Zoning District.

4. The Planning and Zoning Commission performed a properly noticed visit to the project site on March 20, 2014 to view the development layout, examine existing site conditions and evaluate the project design for impacts and compliance with City standards.
5. The subdivision includes extensive open common area and a private street/driveway system to access each of the thirty six new townhome sublots from the Diamond Back Road and Trail Creek Road right-of-ways. A ten-foot (10) snow storage, utility and drainage easement exists on the property along the frontage of Diamond Back Road. The interior private streets and paths within the townhome subdivision will be plowed clear of snow by a private association. The Diamond Back Road public street right-of-way and path is currently plowed clear of snow by the City of Sun Valley and Trail Creek Road is currently plowed by Idaho Transportation Department. No avalanche or run-out areas exist on the project site.
6. The SWW&SD has issued a will-serve letter for the overall White Clouds Subdivision. A Preliminary Water and Sewer Plan submitted as part of the project drawings depicts nearby existing utility infrastructure and on-site improvements. It has been determined that the project can easily be served by extending water and sewer utilities directly to the thirty six new townhomes. All other applicable services and utilities were extended to the site as part of the overall White Clouds infrastructure implementation and are adequate to fully serve the thirty six new townhome units and associated site development.
7. Considering and in accordance with the deviations and public benefits contained in the PUD approval for the overall White Clouds Development, the project design is consistent with Development Code Sections 9-4A-5, Design, and 9-3H-4, Regulated Structures. The significant slopes, ridges, knolls, summits and hilltops of the White Clouds Land Use Planning Area were preserved and subdivided into open space and recreational zoned parcels. The remaining more developable portions of the area were subdivided into single and multi-family residential uses. Parcel A Amended is a multi-family zoned parcel surrounded to the north and west by significantly sloping topography preserved as open space and recreation. The toe of the steep 25% and greater slope area lies directly adjacent to the Parcel A Amended property line, just off site. The few small and scattered 25% steep slope anomalies that appear on Parcel A Amended via a detailed site specific slope analysis are not significant and were not intended to be preserved by the White Clouds Master Plan nor the White Clouds PUD. Additionally, in the RM-1 Zoning District, buildings on natural topography greater than fifteen percent (15%) are required to be designed in a manner to reduce visibility by using stepped building forms, natural colors and materials, sloped roofs and landscaping. This townhome project utilizes a combination of attached duplex and four-plex townhome units with pitched roof designs, placing the larger four-plex units at the lower, flat area of the site and the duplex units at the rear portion of the parcel, significantly dug into existing grade. The project's mix of duplex and four-plex units, as opposed to potential design options with multi-unit, high rise condominium massing and development, is appropriate for the site and minimizes project visibility. The project's use of natural stone and wood materials and mature screening landscaping further ensure compliance with hillside regulations. None of the thirty six townhome units skyline above adjacent hillsides or knolls. The townhome project complies with all applicable regulations and design criteria contained in the Development Code and is consistent with the intent and purpose of the Hillside Ordinance, the White Clouds Master Plan and the White Clouds PUD.

8. As required by City Code, the Planning and Zoning Commission performed a properly noticed public hearing on March 20, 2014 to receive public testimony, evaluate the project design for impacts and compliance with City standards and consider the facts and findings necessary to make a recommending decision on the application. The Planning & Zoning Commission formally recommended approval of the Preliminary Plat application to the City Council on March 20, 2014 and adopted recommending Findings of Fact on April 17, 2014.
9. The City Council performed a properly noticed public hearing on May 15, 2014 to receive public testimony, evaluate the project design for impacts and compliance with City standards, consider the Commission's recommendation and consider the facts and findings necessary to make a decision on the application. No significant negative impacts to the area or City due to the plat amendment have been identified by staff, the Commission or the City Council. No public comment opposing the amendment was received by the City during the Commission or Council's noticed review and comment periods.

Based upon the foregoing Findings of Fact, the City Council makes the following Conclusions of Law:

1. Subject to appropriate conditions below, the subdivision conforms with all applicable requirements of Title 9, Development Code, and all other applicable ordinances and provisions of the City of Sun Valley City Code because the design of the thirty six townhome subplot subdivision with associated improvements complies with all applicable density, design, lot size, width, depth, shape, orientation and use requirements. The preliminary plat complies with all applicable regulations in effect for the proposed sublots within the applicable zoning district, including the purpose statements. The site is suitable for the proposed multi-family residential land use and is allowed by right within the RM-1 Zoning District. The applicant's thirty six unit design represents development of the site with approximately forty percent of the development density allowed by Code. The proposed subdivision of the property to form thirty six townhome sublots and common area is in accordance with the uses and densities permitted within the RM-1 Zoning District.
2. The preliminary plat, which subdivides the property for multi-family housing land use, is in accordance with the City of Sun Valley 2005 Comprehensive Plan Update which designates the area as Medium Density Residential. The subject property is currently designated as Medium Density Residential (up to 14 du/acre max.) by the Future Land Use Map of the 2005 Comprehensive Plan Update. The RM-1 Zoning District implements the Medium Density Residential designation of the Comprehensive Plan.
3. Essential public facilities and services, including but not limited to emergency services, transit, public street maintenance, housing and schools, are available to support the proposed uses and density or intensity without creating additional requirements at public costs for such public facilities and services.
4. The proposed subdivision will be accessed from the existing Diamond Back Road and Trail Creek Road public roadway improvements. As conditioned by the Fire Department herein and proposed by the applicant, the driveway and access roadway improvements will meet all minimum standards for such improvements as specified by Title 7 of the City Code. The existing Diamond Back Road and Trail Creek Road improvements provide direct access to the subdivision without the need for further construction of public streets or any additional right-of-

way. Existing water and sewer infrastructure lies in close proximity and will be extended onto the site to adequately serve the new development. A Utility Exhibit submitted as part of the development application for the preliminary plat depicts existing utility infrastructure and features and it has been determined that the project can easily be served by extending laterals to the sublots. Proper Will Serve letters have been obtained for the project from the Sun Valley Water and Sewer District, Idaho Power and Intermountain Gas Company. Snow plowing and clearing on the interior private driveway system will be provided by the property owners. No offsite improvements are needed to connect the proposed subdivision with existing public services and utilities. Fire and police service will be provided by the City. The development will have no significant impact on the financial capability of the City to provide Municipal services.

5. It is determined that the proposed subdivision design complies with the specific design and improvement standards specified in Chapters 3 (Design and Development Regulations) and 4 (Subdivision Regulations) of Title 9 (Development Code) and with Title 7 (Engineering Standards and Design Practices) of the City Code. No significant historical, natural, ecological, architectural, archeological or scenic special sites lie on or adjacent to the project site. No significant streams, lakes or other natural bodies of water lie on site or directly adjacent. A site specific slope analysis was submitted as part of the project application and areas of any significant slope have been identified and quantified for the area on and adjacent to the proposed sublots. The significant slopes and hillsides lie off-site adjacent to the northwest in open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No significant view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. No natural tree masses or unique rock or geological formations exist on the site and the area is not within an identified view corridor or skyline.
6. The City and its representatives have completed a comprehensive review of the development application and have determined that all required application materials have been satisfactorily submitted as per Development Code requirements. The proposed townhome subdivision is consistent with the land uses envisioned for the property for many years as detailed in the Sun Valley Resort's 2004 Vision Plan and complies with the criteria in the 2005 Comprehensive Plan Update for the White Clouds Land Use Planning Area. All aspects of the subdivision are consistent with the approved White Clouds Master Plan Development, the White Clouds PUD, and the White Clouds Master Plan Development Amendment. The individual townhome sublots and surrounding site improvements are congruent with the size, nature and character of existing and future development in the area. No significant negative impacts to the area, City or natural environment have been identified due to the thirty six-lot townhome subdivision, including but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides and other natural features. The preliminary plat design minimizes impact on sensitive prominent hillsides and places development on the flatter, less visible areas of the site to minimize visual impacts on surrounding land uses. The townhomes placed higher on the site will be significantly dug into grade. The subdivision is not materially detrimental to the public health, safety, and welfare, and any significant impacts have been mitigated satisfactorily as a result of the project design as determined by the City Council.

DECISION

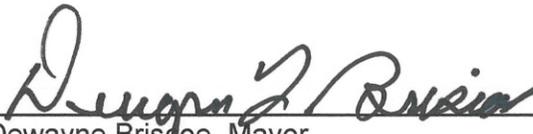
Therefore, based upon the foregoing Findings of Fact/Conclusions of Law, the Sun Valley City Council hereby conditionally approves the White Clouds Parcel A Amended Townhome Subdivision Preliminary Plat, based upon the submitted application documents, plat drawings, supporting exhibits, and testimony on the record at the public hearing, all considered by the City Council and subject to the following conditions of approval:

CONDITIONS OF APPROVAL

1. The Preliminary Plat and all aspects of the subdivision design shall conform to the project drawings stamped received by the City of Sun Valley on March 10, 2014 and reviewed by the City Council on May 15, 2014. Construction of improvements, facilities, private streets, driveways and public utility improvements shall be completed to the satisfaction of the City.
2. The applicant shall comply with all conditions and comments contained in the February 11, 2014 review and comment letter from the Sun Valley Fire Department. No changes shall be allowed to the Plat without prior approval of the Fire Chief and the Community Development Director.
3. To the satisfaction of the Community Development Director, in order to insure compliance with Title 7 of the City Code, the Developer shall provide, pay for, and install, or cause to be installed to City standards the following (as applicable) so as to insure that the City can provide necessary Municipal services and facilities:
 - a. Water distribution systems and appurtenances including fire hydrants, fire alarms and other fire control devices.
 - b. Sewer lines, pumps and appurtenant sewage collection and disposal devices, together with devices for the removal of materials and water from sewage not amenable to or capable of treatment or reduction by the sewer district's sewage treatment processes or prohibited by State or Federal laws or regulations.
 - c. Streets, curbs and gutters, street base coarse material, wearing coarse material, bridges, sidewalks, bicycle pathways, street signs, traffic control devices, intersection signals, vehicle turning and deceleration lanes (if applicable).
 - d. Storm drainage structures, lines and appurtenances, including culverts or other devices to enclose open ditches and to inhibit access to them by children, together with drainage easements sufficient to accommodate expected runoffs as determined according to generally accepted drainage accommodation principles.
 - e. Electrical distribution facilities, transformers and appurtenances, underground wiring, underground communication systems, wiring and underground cable television system and wiring.
 - f. Gas distribution systems and appurtenances.
 - g. Preservation or replacement of trees, shrubs, ground cover and other vegetation, install soil stabilization improvements to prevent erosion or degradation of surface water quality and inhibit vegetative growth in impounded waters or streams.
 - h. Public easements shall be dedicated for all required utilities and improvements.

4. The drawing submitted for final plat application and the drawings submitted to the City for infrastructure improvements shall be reviewed by the City's engineer and all proposed private street, grading, driveway, utility and drainage improvements shall conform to applicable standards. The drainage improvements shall be designed and constructed to be consistent with and compatible with the existing drainage improvements along Diamond Back Road and Trail Creek Road as well as any improvements and conditions on the adjacent Sun Valley Golf Course property and the adjacent residential subdivision. The applicant shall comply and/or clarify as needed all applicable comments and conditions contained in the review letter dated March 7, 2014 from the City's Engineer, CH2MHill.
5. The private street improvements and all related project grading, driveway, utility and drainage improvements shall be designed and constructed to City standards to the satisfaction of the City's engineer, the Streets Department and the Community Development Director. No construction shall take place for the street improvements prior to City review and approval of a design and infrastructure plan.
6. The construction management plan submitted for the thirty-six townhouse subplot subdivision that addresses construction parking, material storage, storm water runoff, site security, noise, hours of activity, and nuisance control (noise, music, animals, dust, site watering, trash, construction fencing, safety, and street cleaning) shall be complied with to the satisfaction of the Community Development Director and Chief Building Official throughout the entire construction process/phases.
7. The applicant shall submit copies of draft party wall agreements for the duplex and four-plex units to the Community Development Department prior to issuance of any grading or building permits for the project as per Development Code requirements. Final party wall agreements shall be recorded and copies submitted to the Community Development Department prior to final plat approval.
8. Prior to final plat approval by the City, the applicant shall submit final copies of agreements and documents creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking and/or open site areas.
9. This Preliminary Plat is specific to and contingent upon City approval of associated applications including Master Plan Development Amendment No. MPD 2014-02, Zoning Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Plat Amendment No. SUBPA 2014-03, Preliminary Plat No. SUBPP 2014-02, and Design Review No. 2014-05. The applicant shall satisfy all applicable conditions and requirements of these associated application approvals in addition to the conditions contained herein.
10. A final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Code Section 9-4A-8.
11. This preliminary plat approval shall expire three hundred sixty five (365) days from the date of approval unless extended pursuant to Code Section 9-5A-9.

Dated this 15th day of May, 2014.



Dewayne Briscoe, Mayor
City of Sun Valley



Date Findings of Fact signed

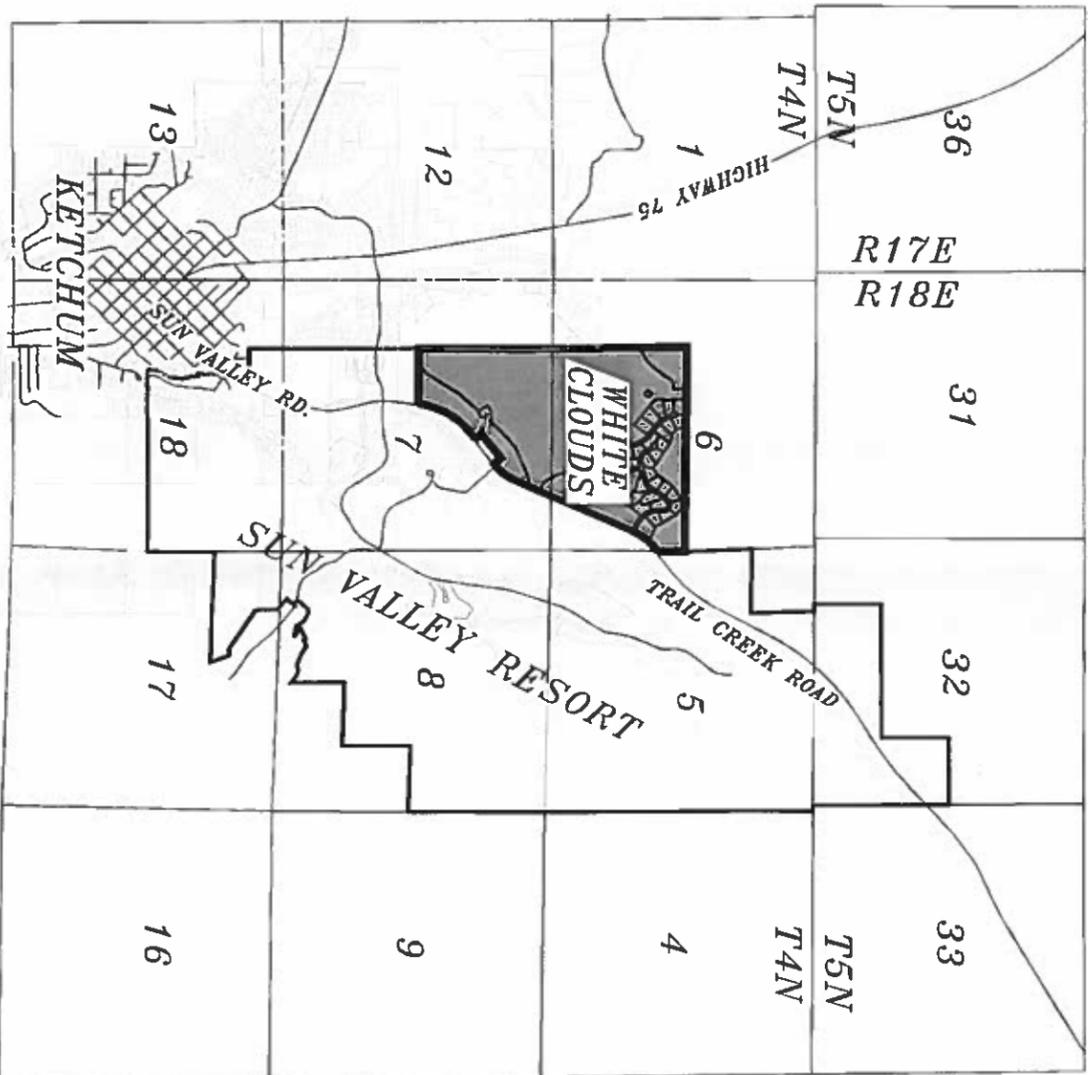
ATTEST:



Hannah Stauts, City Clerk
City of Sun Valley

DIAMOND BACK TOWNHOMES
 WHEREIN PARCEL A AMENDED, WITHIN BLOCK 1 OF WHITE CLOUDS CORRECTED
 SUBDIVISION, IS REPLATTED, CREATING TOWNHOUSE SUBLOTS 1 - 36
 LOCATED WITHIN:
 TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

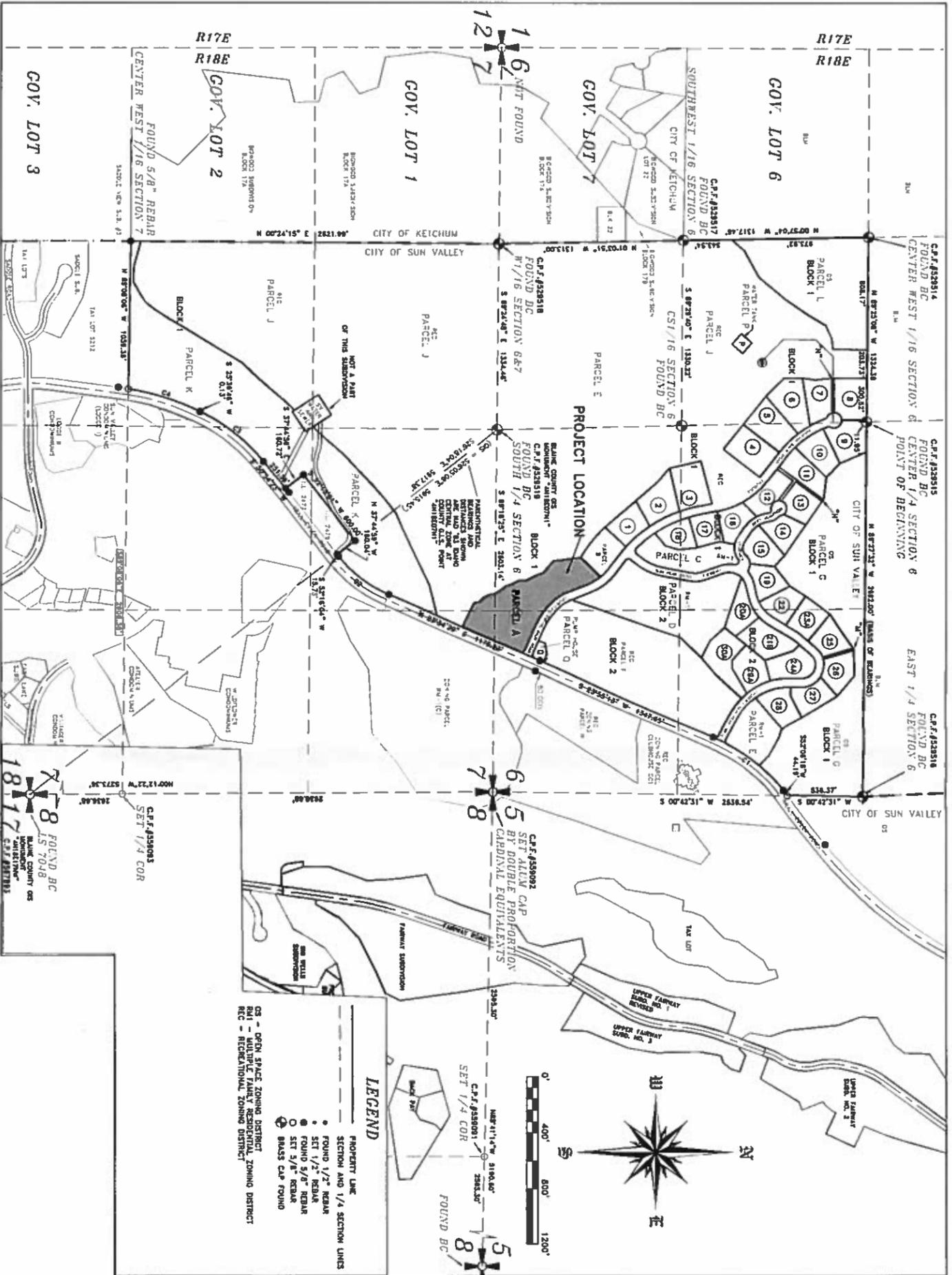
VICINITY MAP



PREPARED BY: BENCHMARK ASSOCIATES P.A.
 P.O. BOX 753 - 100 BELL DRIVE
 KETCHUM, IDAHO 83701
 PHONE (208)726-8912 FAX (208)726-8914

	<p>DIAMOND BACK TOWNHOMES</p> <p>LOCATED WITHIN: 1/4N, R18E, SEC. 6 & 7, B.M., SUN VALLEY, BLAINE COUNTY, IDAHO</p> <p>PREPARED FOR: SUN VALLEY COMPANY</p> <p>DATE: 12/19/13</p>
	<p>PROJECT NO. 13180</p> <p>DATE: 12/19/13</p>

LOCATION MAP



PREPARED BY: BENCHMARK ASSOCIATES P.A.
 P.O. BOX 733 180 MILL DRIVE
 SUN VALLEY, IDAHO 83450
 PHONE (208)726-8512 FAX (208)726-9514

DIAMOND BACK TOWNHOMES

LOCATED WITHIN T14, R18E, SEC2, 6 & 7, S1/4, S1/2, SUN VALLEY, BENCH COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY

PROJECT NO. 13180
 DATE: 07/23/13



LEGEND

-  PROPOSED PROPERTY LINE
-  EXISTING PROPERTY LINE
-  AREAS IDENTIFIED AS POTENTIALLY ENVIRONMENTAL SENSITIVE BY SAATCHI ENVIRONMENTAL
-  EXISTING CONTOUR (1' INTERVAL)



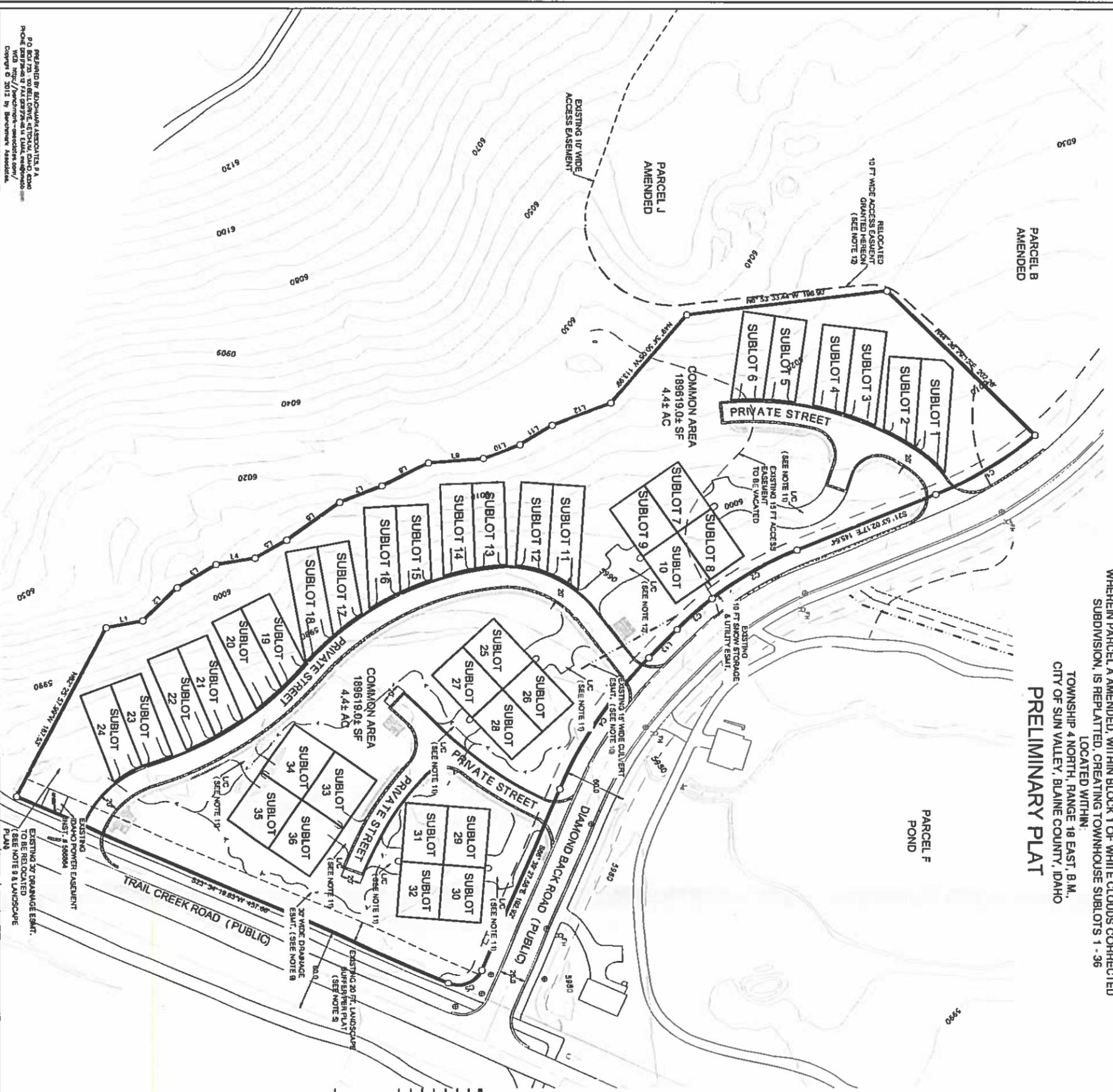

SCALE: 1"=50'



DIAMOND BACK TOWNHOMES
 LOCATED WITHIN
 TOWNSHIP 4 NORTH, RANGE 16 EAST, B.M.
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY
 DWG BY: [REDACTED]
 DATE OF SURVEY: 09/26/12

DIAMOND BACK TOWNHOMES
 WHEREIN PARCEL A AMENDED, WITHIN BLOCK 1 OF WHITE CLOUDS CORRECTED
 SUBDIVISION, IS REPLATED, CREATING TOWNHOUSE SUBLOTS 1 - 36
 LOCATED WITHIN:
 TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
PRELIMINARY PLAT



LINE TABLE

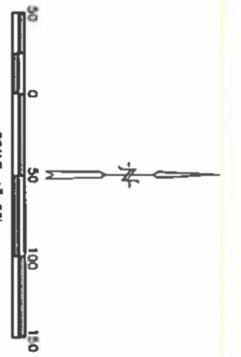
LINE	LENGTH	BEARING
L1	34.15'	N11°00'30.87"W
L2	48.77'	N44°09'08.27"W
L3	43.91'	N01°07'31.84"W
L4	38.41'	N0°08'02.89"W
L5	34.53'	N09°44'08.51"W
L6	63.34'	N05°33'34.01"W
L7	44.29'	N21°27'48.45"W
L8	50.08'	N08°23'53.58"W
L9	53.74'	N4°46'02.33"W
L10	38.29'	N03°30'22.03"W
L11	38.82'	N01°43'18.97"W
L12	61.45'	N03°49'31.41"W
L13	38.15'	S45°30'17.47"E

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1	344.88'	S31°11'28.81"E	112.83'	113.33'	018°28'48"
C2	344.00'	S55°52'30.57"E	90.65'	92.98'	018°28'58"
C3	344.00'	S41°14'18.84"E	48.83'	48.98'	007°28'18"
C4	424.55'	S55°01'52.20"E	158.44'	158.77'	021°08'10"
C5	264.00'	S21°02'32.87"E	30.45'	30.17'	080°13'47"

LEGEND

- BOUNDARY LINE
- SUBLOT BOUNDARY
- EXISTING LANDSCAPE BUFFER
- EXISTING CULVERT EASEMENT
- EXISTING ACCESS EASEMENT TO BE VACATED
- EXISTING ACCESS EASEMENT TO BE GRANTED
- EXISTING SNOW STORAGE & UTILITY EASEMENT
- RELOCATED CENTERLINE DRAINAGE EASEMENT
- RECORD BEARINGS AND DISTANCES
- FOUND 5/8" REBAR
- SET 3/8" REBAR
- BRASS CAP
- LC LIMITED COMMON AREA



- NOTES**
- REFER TO PLAT NOTES ON PLAT OF WHITE CLOUDS CORRECTED P.L.D.
 - BASED ON BEARINGS FROM THE ORIGINAL PLAT OF THE WHITE CLOUDS CORRECTED P.L.D., BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER SAID PLAT. REFER TO SAID PLAT A CAREFULLY FOR CONDITIONS AND NOTES REGARDING THIS PROPERTY.
 - ON OTHER UNDERGROUND UTILITIES HAVE BEEN LOCATED OR UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
 - ELEVATIONS BASED ON ASSUMED DATUM.
 - PER WHITE CLOUDS CORRECTED P.L.D., THE 27' WIDE LANDSCAPE BUFFER BOUNDARY LINE SHALL BE MAINTAINED AS SHOWN ON SAID PLAT.
 - TOWNHOUSE DEGRADATIONS AND PARTY WALL AGREEMENT ARE RECORDED UNDER INSTRUMENT # _____ RECORDS OF BLAINE COUNTY, IDAHO.
 - OWNERS SHALL HAVE UTILITY RECORDS SEARCHED FOR EXISTING AND PROPOSED UTILITIES INCLUDING BUT NOT LIMITED TO WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER, AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREAS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
 - SUBLOT BOUNDARIES SHALL BE MAINTAINED AS SHOWN HEREON.
 - DRAINAGE DITCHES GRANTED AS SHOWN HEREON.
 - A 15' FOOT WIDE CALLVERT EASEMENT IS GRANTED WITH PARCEL A.
 - A 10' FOOT WIDE ACCESS EASEMENT IS GRANTED WITH PARCELS A AND J ALONG WITH ACCESS TO WATER MAIN AND SEWERAGE SHALL FOLLOW ANY REALIGNMENT OF SAID CALLVERT PATH.
 - THERE SHALL BE A 10' FOOT WIDE UTILITY, DRAINAGE AND BERGATION EASEMENT CENTERED ON ALL LOT LINES AND ADJACENT TO ALL STREET AND SUBDIVISION BOUNDARIES.

DIAMOND BACK TOWNHOMES
 LOCATED WITHIN:
 SECTION 8 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
 PREPARED FOR: SUN VALLEY COMPANY
 DWG BY: JNG CND
 DATE OF SURVEY: 08 PRE PLATTING
 SHEET 1 OF 1

PREPARED BY: BROADWAY ASSOCIATES, P.A.
 810 BOX 273, 200 BELL BLVD, SPOKANE, IDAHO 83402
 PHONE: (208) 325-1111 FAX: (208) 325-1112
 WEB: http://www.broadway-associates.com/
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DIAMOND BACK TOWNHOMES: SUBLOTS 13-14, 17-18 AND TRACT D

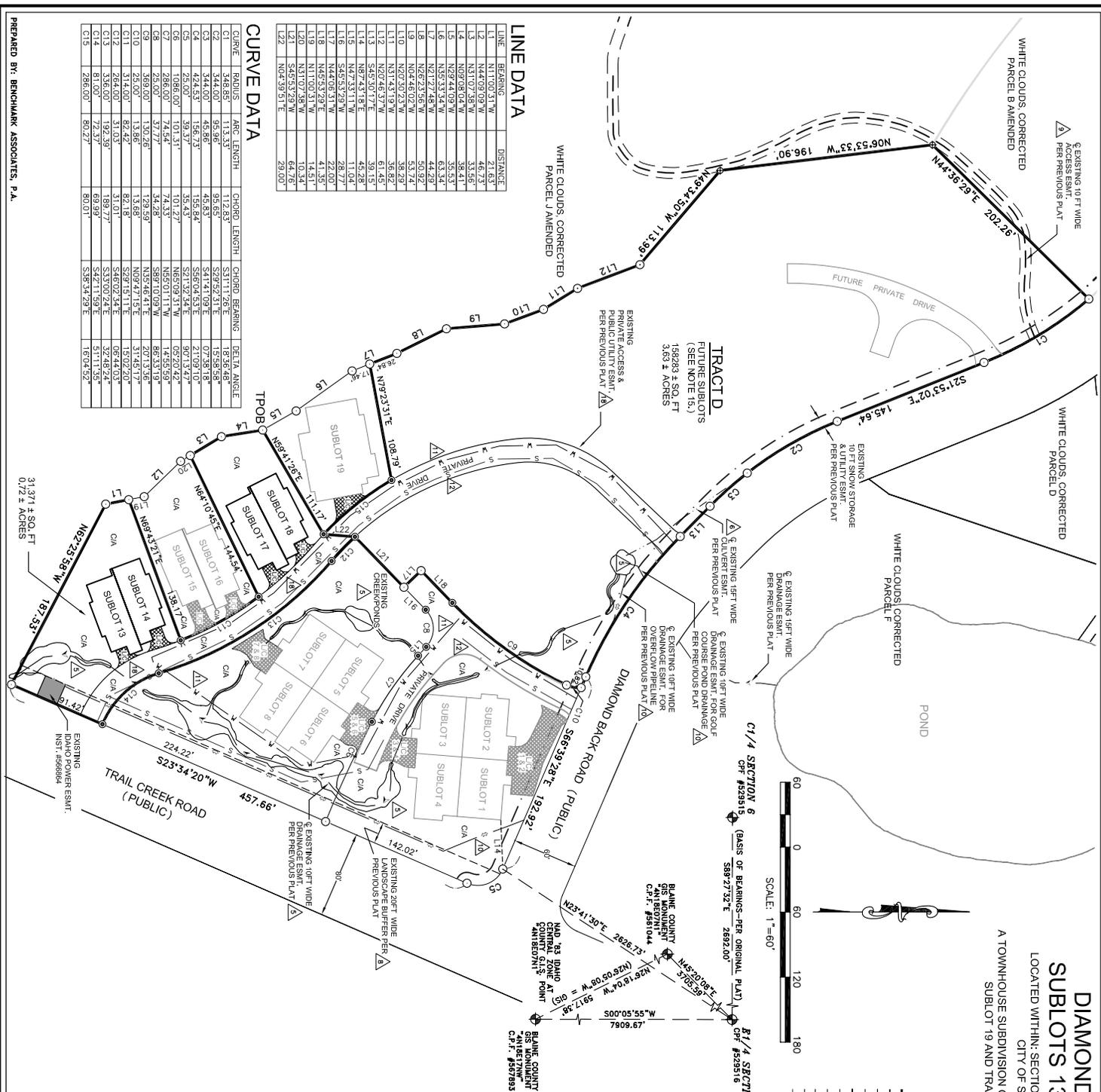
A TOWNHOUSE SUBDIVISION OF TRACT E WITHIN THE PLAT OF "DIAMOND BACK TOWNHOMES:
SUBLOT 19 AND TRACT E", CREATING SUBLOTS 13-14, 17-18 AND TRACT D.

OCTOBER 2015

LOCATED WITHIN: SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO.

- ### LEGEND
- PROPERTY BOUNDARY
 - SUBLOT BOUNDARY
 - LANDSCAPE BUFFER PER PREVIOUS PLAT (SEE NOTE 8)
 - CLIVERT EASEMENT (SEE NOTE 6)
 - CENTRINE 10' ACCESS ESM. (SEE NOTE 9)
 - CENTRINE 10' DRAINAGE ESM. - WIDTH VARIES (SEE NOTE 5)
 - CENTRINE 10' DRAINAGE ESM. - W/TH VARIES (SEE NOTE 5)
 - CENTRINE 15' WATER LINE ESM. (SEE NOTE 11)
 - CENTRINE 15' SEWER LINE ESM. (SEE NOTE 12)
 - L/C LIMITED COMMON AREA (SEE NOTE 1)
 - C/A COMMON AREA
 - FOUND 5/8" REBAR
 - SET 5/8" REBAR
 - SET VAIL & TAG IN PAVERS/CURB
 - FOUND VAIL & TAG
 - BRASS CAP
 - EASEMENT - SEE SHEET 2

SEE SHEET 2 OF 3 FOR PLAT NOTES & SUBLOT DETAILS.



LINE DATA

LINE	BEARING	DISTANCE
L1	N44°09'09"W	46.73
L2	N44°09'09"W	33.56
L3	N11°07'38"W	38.41
L4	N09°08'04"W	35.53
L5	N29°44'09"W	63.34
L6	N25°53'24"W	50.82
L7	N62°23'58"W	53.74
L8	N04°46'02"W	38.29
L9	N27°02'33"W	61.45
L10	N21°43'19"W	45.28
L11	N20°46'31"W	11.04
L12	N87°23'16"E	28.77
L13	N47°33'11"W	41.35
L14	N47°33'11"W	22.00
L15	S45°53'29"W	41.35
L16	N47°06'31"W	10.34
L17	S45°53'29"W	64.76
L18	N04°39'51"E	29.00

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	342.85	41.33	32.82	S31°32'26"E	125.65°
C2	342.85	41.33	32.82	S31°32'26"E	125.65°
C3	342.85	41.33	32.82	S31°32'26"E	125.65°
C4	424.53	156.73	156.84	S41°14'10"E	07°28'18"
C5	25.00	39.37	35.43	S56°04'53"E	21°09'10"
C6	1086.00	101.31	101.27	N85°09'31"W	05°20'42"
C7	280.00	47.54	44.28	S85°01'04"W	84.53°
C8	280.00	47.54	44.28	S85°01'04"W	84.53°
C9	360.00	130.26	129.59	N35°46'41"E	207°33'36"
C10	25.00	13.86	13.68	N09°47'15"E	31°45'17"
C11	314.00	31.03	31.01	S29°15'11"E	150°27'02"
C12	264.00	31.03	31.01	S29°15'11"E	150°27'02"
C13	314.00	31.03	31.01	S29°15'11"E	150°27'02"
C14	264.00	31.03	31.01	S29°15'11"E	150°27'02"
C15	286.00	60.27	60.01	S38°34'29"E	160°4'52"

PREPARED BY: BENCHMARK ASSOCIATES, P.A.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____
South Central Public Health District, REHS

**DIAMOND BACK TOWNHOMES:
SUBLOTS 13-14, 17-18 AND TRACT D**

LOCATED WITHIN:
SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

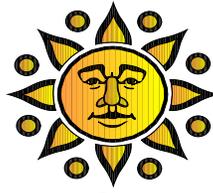
PREPARED FOR: SUN VALLEY COMPANY

PROJECT NO. 15091 DATE: 10/26/2015 SHEET 1 OF 3

PLAT CHECK LIST

CC-6

1	Subdivision Name:	Diamond Back Townhomes: Sublots 13-14, 17-18, and Tract D
2	Reviewer:	Betsy Roberts
3	Date:	October 13, 2015
4	Sheet Title and Preamble:	Diamond Back Townhomes: Sublots 13-14, 17-18, and Tract D Located within: Sections 6&7, Township 4 North, Range 18 East, B.M., City of Sun Valley, Blaine County, Idaho A Townhouse Subdivision of Tract C within the Plat of "Diamond Back Townhomes: Sublots 5-8 and Tract C", Creating Sublots 13-14, 17-18, and Tract D.
5	Basis of Bearing:	OK. Basis of Bearing per original Plat referred to in Note #1. Original Basis of Bearing shown in Plat of White Clouds Corrected: Parcels A, B & J Amended", recorded as Inst. No. 620423.
6	North Arrow:	OK
7	Scale and Legend:	OK
8	Plat Closure:	OK
9	Total Area:	OK. Tract D and Sublot Area shown
10	Monuments:	OK
11	Land Corners:	OK
12	Initial Point:	Not Shown. Referred to in White Clouds Corrected Plat.
13	Street Names & Width:	OK - agreed names would be removed since they are private streets. Width 22' described in easement.
14	Easements:	OK
15	Lot & Block Numbers:	OK
16	Lot Dimensions:	OK
17	Curve & Line Tables:	OK
18	Certifications:	Shown
19	Certificate of Owner:	None
20	Certificate of Surveyor:	None
21	Sanitary Restriction:	None
22	Agency Approvals:	None
23	Public Dedication:	None (Standard public easement for utilities)
24	Common Areas:	OK



**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

To: Honorable Mayor and City Council
From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: October 5, 2015
Agenda Item: **Diamond Back Townhomes: Sublot 19 and Tract E
Final Plat Application No. SUBFP 2015-08**

SUBJECT: Public hearing for a final plat application for Sublot 19 and Tract E of a multi-family residential development consisting of a subplot for one constructed unit of a thirty-one unit townhome subdivision.

Applicant: Benchmark Associates, P.A. for Sun Valley Company.

Application Filing Date: October 5, 2015.

Location: Parcel A Amended of White Clouds Corrected Subdivision.

BACKGROUND: The *Diamond Back Townhomes: Sublot 19 and Tract E Final Plat* application consists of a proposed final plat exhibit (**Exhibit CC-5**) showing the surveyed location, lot and townhome subplot boundaries, common areas, private driveways, land uses, zoning, notes and related easements for the constructed townhome. The final plat application requires a public hearing with the City Council prior to finalization and recordation of the Final Plat with the Blaine County Recorder. The project area consists of an existing 6.48 acre parcel within the Multi-Family Residential (RM-1) Zoning District of the White Clouds Subdivision. The proposed final plat is directly associated with Plat Amendment Application SUBPA 2014-03, Preliminary Plat Application SUBPP 2014-04, and Design Review Application No. DR 2014-05 for the construction of thirty-one townhome units with associated site improvements. Many of the thirty-one townhome units and related infrastructure improvements have been constructed. The single completed townhome unit is a standalone building - unattached to other townhome units. The remaining townhome units are in various stages of construction/completion, as are the related site improvements, and final plats will be submitted for these remaining sublots once they are complete.

The subject parcel, Parcel A, was created for multi-family residential development as part of the White Clouds Subdivision through the City's approval of the project's Master Plan, Zoning Map Amendment, Planned Unit Development (PUD), Preliminary Plat, and Final Plat. Parcel A is one of five (5) multi-family parcels created by the White Clouds Corrected Subdivision. The RM-1 Zoning District provides for medium density residential apartment, condominium, and/or townhouse dwellings as well as incidental uses. Single-family residential townhouse-style units are permitted through amendments to the PUD and the Master Plan within the RM-1 zone in the White Clouds area. The 6.48 acre parcel has a maximum density permitted by the Preliminary Plat of 14 townhome units per gross acre. The project's proposed thirty-one townhome units complies with the maximum density of 90 dwelling units for the parcel allowed within the RM-1 Zoning District.

The property owner filed a preliminary plat application on January 7, 2014 to subdivide Parcel A into thirty-six townhome sublots with associated site improvements. The Planning and Zoning Commission recommended approval of the preliminary plat to the City Council on April 17, 2014 and the City Council approved the preliminary plat application on May 15, 2014. The City Council's signed approval document, including findings of fact, conclusions of law and conditions of approval, for the preliminary plat is attached as **Exhibit CC-3**. Subsequently, improvement and utility plans were reviewed and approved by the City and various building permits were issued for the project. Construction commenced and now the townhome unit is complete, receiving a Certificate of Occupancy (**Exhibit CC-2**) from the Building Official. The significant infrastructure for the entire project has been completed and the driveway access to and behind the unit is in place.

ANALYSIS: As per Municipal Code Section 9-4A-7B, Director's Review, the *Diamond Back Townhomes: Sublot 19 and Tract E Final Plat* was reviewed by the Community Development Director for compliance with the approved preliminary plat design and all applicable conditions of approval. As permitted by the Development Code, the Director determined that the final plat did not significantly differ from the approved preliminary plat and did not require that the final plat be submitted to the Planning and Zoning Commission for its evaluation and decision in the same manner as required in the preliminary plat process. Additionally, the final plat and application materials have been found to comply with all applicable standards and requirements of the City Code.

CONDITION OF APPROVAL COMPLIANCE: The White Clouds Development, Parcel A, Multi-Family Townhomes Preliminary Plat approval contains eleven (11) specific conditions of approval, listed as follows:

1. *The Preliminary Plat and all aspects of the subdivision design shall conform to the project drawings stamped received by the City of Sun Valley on March 10, 2014 and reviewed by the Planning and Zoning Commission on March 20, 2014. Construction of improvements, facilities, private streets, driveways and public utility improvements shall be completed to the satisfaction of the City.*
2. *The applicant shall comply with all conditions and comments contained in the February 11, 2014 review and comment letter from the Sun Valley Fire Department. No changes shall be allowed to the Plat without prior approval of the Fire Chief and the Community Development Director.*
3. *To the satisfaction of the Community Development Director, in order to insure compliance with Title 7 of the City Code, the Developer shall provide, pay for, and install, or cause to be installed to City standards the following (as applicable) so as to insure that the City can provide necessary Municipal services and facilities:*
 - a. *Water distribution systems and appurtenances including fire hydrants, fire alarms and other fire control devices.*
 - b. *Sewer lines, pumps and appurtenant sewage collection and disposal devices, together with devices for the removal of materials and water from sewage not amenable to or capable of treatment or reduction by the sewer district's sewage treatment processes or prohibited by State or Federal laws or regulations.*
 - c. *Streets, curbs and gutters, street base coarse material, wearing coarse material,*

- bridges, sidewalks, bicycle pathways, street signs, traffic control devices, intersection signals, vehicle turning and deceleration lanes (if applicable).*
- d. Storm drainage structures, lines and appurtenances, including culverts or other devices to enclose open ditches and to inhibit access to them by children, together with drainage easements sufficient to accommodate expected runoffs as determined according to generally accepted drainage accommodation principles.*
 - e. Electrical distribution facilities, transformers and appurtenances, underground wiring, underground communication systems, wiring and underground cable television system and wiring.*
 - f. Gas distribution systems and appurtenances.*
 - g. Preservation or replacement of trees, shrubs, ground cover and other vegetation, install soil stabilization improvements to prevent erosion or degradation of surface water quality and inhibit vegetative growth in impounded waters or streams.*
 - h. Public easements shall be dedicated for all required utilities and improvements.*
- 4. The drawing submitted for final plat application and the drawings submitted to the City for infrastructure improvements shall be reviewed by the City's engineer and all proposed private street, grading, driveway, utility and drainage improvements shall conform to applicable standards. The drainage improvements shall be designed and constructed to be consistent with and compatible with the existing drainage improvements along Diamond Back Road and Trail Creek Road as well as any improvements and conditions on the adjacent Sun Valley Golf Course property and the adjacent residential subdivision. The applicant shall comply and/or clarify as needed all applicable comments and conditions contained in the review letter dated March 7, 2014 from the City's Engineer, CH2MHill.*
 - 5. The private street improvements and all related project grading, driveway, utility and drainage improvements shall be designed and constructed to City standards to the satisfaction of the City's engineer, the Streets Department and the Community Development Director. No construction shall take place for the street improvements prior to City review and approval of a design and infrastructure plan.*
 - 6. The construction management plan submitted for the thirty-one townhouse subplot subdivision that addresses construction parking, material storage, storm water runoff, site security, noise, hours of activity, and nuisance control (noise, music, animals, dust, site watering, trash, construction fencing, safety, and street cleaning) shall be complied with to the satisfaction of the Community Development Director and Chief Building Official throughout the entire construction process/phases.*
 - 7. The applicant shall submit copies of draft party wall agreements for the duplex and four-plex units to the Community Development Department prior to issuance of any grading or building permits for the project as per Development Code requirements. Final party wall agreements shall be recorded and copies submitted to the Community Development Department prior to final plat approval.*
 - 8. Prior to final plat approval by the City, the applicant shall submit final copies of agreements and documents creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking and/or open site areas.*
 - 9. This Preliminary Plat is specific to and contingent upon City approval of associated*

applications including Master Plan Development Amendment No. MPD 2014-02, Zoning Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Plat Amendment No. SUBPA 2014-03, Preliminary Plat No. SUBPP 2014-02, and Design Review No. 2014-05. The applicant shall satisfy all applicable conditions and requirements of these associated application approvals in addition to the conditions contained herein.

10. A final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Code Section 9-4A-8.

11. This preliminary plat approval shall expire three hundred sixty five (365) days from the date of approval unless extended pursuant to Code Section 9-5A-9.

In satisfaction of Conditions of Approval No. 1, 2, 3 and 5 of the preliminary plat approval, the Community Development Director reviewed the submitted final plat drawing and finds that it conforms to the approved preliminary plat drawings (**attached as Exhibit CC-4**), reviewed and approved by the City Council on May 15, 2014. The overall thirty-one unit project's infrastructure improvements have been constructed to the satisfaction of the Community Development Director and the Building Official.

Although ten units and all the required public safety improvements and infrastructure are in place and available, approximately twenty-six approved townhome units remain under construction. The applicant has requested that a final plat be approved for this completed townhome unit so pending sales can be finalized. The draft City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the *Diamond Back Townhomes: Sublot 19 and Tract E* (**Exhibit CC-1**) includes a condition of approval as follows for consideration by the City Council prior to action on the final plat:

As required by Condition No. 4 of the preliminary plat the applicant has complied and/or clarified as needed all applicable comments and conditions contained in the CH2MHill preliminary plat review comment letter dated March 7, 2014.

Pursuant to Condition No. 6, to the satisfaction of the Community Development Director and Building Official, a construction management plan was satisfactorily submitted to the City for review and was approved. Significant grading and construction has occurred on the site with no significant negative public impact or complaint.

To satisfy Conditions 7 and 8, the applicant has submitted copies of draft party wall agreements for the duplex units and draft Declaration of Covenants, Conditions and Restrictions of White Clouds Townhomes. Proposed condition of approval No. 2 in the attached City Council Findings will reliably satisfy these two preliminary plat requirements.

In regard to Condition No. 9 of the preliminary plat approval, the constructed townhome unit and all related site improvements have been completed in conformance with the City's design review approvals and building permits. As specified above, the townhome unit has received final inspection and a certificate of occupancy from the Building Official, which satisfies Condition No. 10.

Lastly, in regard to Condition No. 11, the preliminary plat was approved by the City Council on May 15, 2014, grading and building permit applications were soon thereafter reviewed and

issued by the City, then substantially acted upon by the applicant. The Community Development Director extended the preliminary plat approval pursuant to Code Section 9-5A-9. The final plat application was submitted to the City on September 1, 2015. Thus, Condition No. 11 above is also satisfied.

Therefore, it can be found by the City Council that the submitted final plat conforms with the approved preliminary plat design and all applicable conditions of approval required prior to City action on a final plat have been completely satisfied by the applicant. Draft City Council Findings of Fact, Conclusions of Law, Decision, and Conditions of Approval for the *Diamond Back Townhomes: Sublot 19 and Tract E*, Application No. SUBFP 2015-08, are attached as **Exhibit CC-1**.

ALTERNATIVE ACTIONS: The alternatives available to the City Council for action on the final plat application include:

- (1) Close the public hearing, make the required findings and adopt the attached draft Findings of Fact and Conclusions of Law, as may be modified or specifically conditioned by the Council, approving the final plat application; or
- (2) Close the public hearing, discuss the findings, vote to deny the application and direct staff to return on a date certain with a resolution of denial reflecting the comments and findings of the Council; or
- (3) Continue the hearing date certain for further information and review prior to an action on the requested final plat or to direct staff to bring the final plat to the review of the Planning and Zoning Commission for a recommendation.

RECOMMENDATION: Before public comment is received, the City Council should disclose all information and contacts received outside the hearing on this item upon which the decision will be based, receive public testimony, and consider the facts and findings necessary to make a decision on the application. The City Council formally approved the preliminary plat application for the White Clouds Development, Parcel A Amended, Multi-Family Townhomes on May 15, 2014.

The Community Development Director recommends that the City Council make and adopt a motion to approve the final plat application by finding the submitted final plat is consistent with the approved preliminary plat and finding that all applicable conditions of approval required prior to City action on a final plat for the subdivision have been satisfied by the applicant.

LIST OF ATTACHED EXHIBITS:

- | | |
|--------------|--|
| Exhibit CC-1 | Draft City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the <i>Diamond Back Townhomes: Sublot 19 and Tract E</i> , Application No. SUBFP 2015-08. |
| Exhibit CC-2 | Certificate of Occupancy for Diamond Back Townhomes: Sublot 19 |
| Exhibit CC-3 | Approved City Council Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for the <i>White Clouds Development, Parcel A</i> |

Amended, Multi-Family Townhomes Preliminary Plat, Application No. SUBPP 2014-04.

Exhibit CC-4 *White Clouds Development, Parcel A, Multi-Family Townhomes* Preliminary Plat drawings consisting of four 11" by 17" sheets reviewed and approved by the City Council on May 15, 2014.

Exhibit CC-5 Reduced *Diamond Back Townhomes: Sublot 19 and Tract E*, Application No. SUBFP 2015-08 Final Plat Exhibit, consisting of three 11" by 17" sheets received by the City of Sun Valley on October 5, 2015.

Exhibit CC-6 Final Plat Review: *Diamond Back Townhomes: Sublot 19 and Tract E*, letter and plat checklist from Betsy Roberts of CH2MHill, dated October 17, 2015.

**The entire administrative record for the final plat application is available for review in the Community Development Department at City Hall.

into thirty-six townhome sublots with associated site improvements. The Planning and Zoning Commission recommended approval of the preliminary plat to the City Council on April 17, 2014 and the City Council approved the preliminary plat application on May 15, 2014. Improvement and utility plans were reviewed and approved by the City and various building permits were issued for the project. Construction commenced and these two townhome units are complete, each receiving a Certificate of Occupancy. The significant infrastructure for the entire project has been completed and the driveway access specific to the two units is in place.

5. As per Municipal Code Section 9-4A-7B, Director's Review, the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* Final Plat was reviewed by the Community Development Director for compliance with the approved preliminary plat design and all applicable conditions of approval. As permitted by the Development Code, the Director determined that the final plat did not significantly differ from the approved preliminary plat and, based on the review and comments from the City's Contract Engineer (CH2MHill), did not require that the final plat be submitted to the Planning and Zoning Commission for its evaluation and decision in the same manner as required in the preliminary plat process.
6. The required criteria for City Council review of a proposed final plat are contained in City Code Section 9-4A-7C and are fully discussed below. Additionally, City Code Section 9-4B-3, Townhomes, sets forth provisions to provide for public health, safety, and welfare of purchasers and residents of townhome developments. Section 9-4B-3D-2 requires that a final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Section 9-4A-8, Surety Agreements. The two townhome units associated with this Final Plat are complete and have received certificates of occupancy. All significant infrastructure for the thirty-six unit townhome development is complete and the construction of the remaining townhome units continues.
7. The subdivision includes extensive open common area and a private street/driveway system to access each of the two newly constructed townhome sublots from the Diamond Back Road right-of-way. Snow storage, utility, and drainage easements exist on the property along Diamond Back Road and Clos Du Val Road. The Diamond Back Road public street right-of-way and path will be plowed clear of snow by the City and Trail Creek Road is currently plowed by Idaho Transportation Department. No avalanche or run-out areas exist on the project site.
8. The SVW&SD issued a will-serve letter for the overall White Clouds Subdivision as part of the Preliminary Plat review and action. A submitted and approved Water and Sewer Plan detailed nearby existing utility infrastructure and on-site improvements. These water and sewer improvements are now constructed and available. The project can be fully served by the constructed water and sewer utilities. All other applicable services and utilities were extended to the site as part of the overall White Clouds infrastructure implementation and are adequate to fully serve the two townhomes as well as the remaining townhome units under construction.
9. Considering and in accordance with the deviations and public benefits contained in the PUD approval for the overall White Clouds Development, the project design is consistent with Development Code Sections 9-4A-5, Design, and 9-3H-4, Regulated Structures. The significant slopes, ridges, knolls, summits and hilltops of the White Clouds Land Use Planning Area were preserved and subdivided into open space and recreational zoned parcels. The remaining more developable portions of the area were subdivided into lots with single- and multi-family

residential uses. No significant historical, natural, ecological, architectural, archeological, or scenic special sites lie on site or directly adjacent to Parcel A. No significant streams, lakes, or other natural bodies of water lie on or adjacent to the site. The significant slopes and hillsides lie off-site adjacent to the northwest in open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No significant view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. In the RM-1 Zoning District, buildings on natural topography greater than fifteen percent (15%) are required to be designed in a manner to reduce visibility by using stepped building forms, natural color and materials, sloped roofs, and landscaping. This townhome project utilizes attached townhome units with pitched roof designs, placing the larger units at the less visible rear portion of the dug into existing grade. The project's use of natural stone and wood materials and mature screening landscaping further ensure compliance with hillside regulations. None of the thirty-six townhome units skyline above adjacent hillsides or knolls. The townhome project complies with all applicable regulations and design criteria contained in the Development Code and is consistent with the intent and purpose of the Hillside Ordinance, the White Clouds Master Plan, and the White Clouds PUD.

Based upon the foregoing Findings of Fact, the City Council makes the following Conclusions of Law:

1. Subject to appropriate conditions below, the subdivision conforms with all applicable requirements of Title 9, Development Code, and all other applicable ordinances and provisions of the City of Sun Valley City Code because the design of the townhome sublots with associated improvements complies with all applicable density, design, lot size, width, depth, shape, orientation, and use requirements. The Final Plat complies with all applicable regulations in effect for the proposed sublots within the applicable zoning district. The site is suitable for the proposed multi-family residential land use and is allowed by right within the RM-1 Zoning District. The applicant's thirty-six unit design represents development of the site with approximately one-third the development density allowed by Code. The proposed overall subdivision of the property to form thirty-six total townhome sublots and common area is in accordance with the uses and densities permitted within the RM-1 Zoning District.
2. The *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* Final Plat is in accordance with the City of Sun Valley 2005 Comprehensive Plan Update which designates the area as Medium Density Residential. The subject property is currently designated as Medium Density Residential (up to 14 du/acre max.) by the Future Land Use Map of the 2005 Comprehensive Plan Update. The RM-1 Zoning District implements the Medium Density Residential designation of the Comprehensive Plan.
3. Essential public facilities and services, including but not limited to emergency services, transit, public street maintenance, housing, and schools, are available to support the proposed uses and density or intensity without creating additional requirements at public costs for such public facilities and services.
4. The proposed subdivision will be accessed from the existing Diamond Back public roadway improvements. As required by the Fire Department and proposed by the applicant, the constructed driveway and access roadway improvements meet all minimum standards for such

improvements as specified by Title 7 of the City Code. The existing Diamond Back Road and Trail Creek Road improvements provide direct access to the subdivision without the need for further construction of public streets or any additional right-of-way. Existing water and sewer infrastructure lies in close proximity and has been extended onto the site to adequately serve the new development. Proper Will Serve letters have been obtained for the project from the Sun Valley Water and Sewer District, Idaho Power, and Intermountain Gas Company. Snow plowing and clearing on the private driveway system will be provided by the property owners. No offsite improvements are needed to connect the subdivision with existing public services and utilities. Fire and police service are provided by the City. The development will have no significant impact on the financial capability of the City to provide municipal services.

5. It is determined that the proposed subdivision design complies with the specific design and improvement standards specified in Chapters 3 (Design and Development Regulations) and 4 (Subdivision Regulations) of Title 9 (Development Code) and with Title 7 (Engineering Standards and Design Practices) of the City Code. No significant historical, natural, ecological, architectural, or scenic special sites lie on or adjacent to the project site. No significant streams, lakes, or other natural bodies of water lie on site or directly adjacent. A site specific slope analysis was submitted as part of the project application and areas of any significant slope have been identified and quantified for the area on and adjacent to the proposed sublots. The significant slopes and hillsides lie off-site adjacent to the northwest in an open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. No natural tree masses or unique rock or geological formations exist on the site and the area is not within an identified view corridor or skyline.
6. The Community Development Department and the City's contract engineer, CH2M Hill, have completed a comprehensive review of the final plat application and have determined that all required application materials have been satisfactorily submitted as per Development Code requirements. The proposed townhome subdivision is consistent with the 2005 Comprehensive Plan Update for the Gun Club (now referred to as the White Clouds) Land Use Planning Area. All aspects of the subdivision are consistent with the approved White Clouds Master Plan and the White Clouds PUD. The individual townhome sublots and surrounding site improvements are congruent with the size, nature, and character of existing and future development in the area. No significant negative impacts to the area, City, or natural environment have been identified due to the thirty-six lot townhome subdivision, including but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides, and other natural features. The final plat design minimizes impact on sensitive prominent hillsides and places development on the flatter, less visible areas of the site to minimize visual impacts on surrounding land uses. The townhomes placed higher on the site will be dug into grade. The subdivision is not materially detrimental to the public health, safety, and welfare, and any significant impacts have been mitigated satisfactorily as a result of the project design as determined by the City Council. No significant negative impacts to the area or City due to the two (2) townhome subplot subdivision have been identified by staff nor have any comments or questions been received by the City during the noticed review and comment period for the City Council public hearing on the final plat application.

DECISION

Therefore, based upon the foregoing Findings of Fact/Conclusions of Law, the Sun Valley City Council hereby conditionally approves the final plat for the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* based upon submitted application review documents, plat drawings, supporting exhibits, and testimony on the record at the public hearing, all considered by the City Council and subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat for the *Diamond Back Townhomes: Sublots 13&14, 17&18, and Tract D* shall be recorded by the applicant at the Office of the County Recorder and a copy of the recorded final plat document shall be submitted to the Community Development Department. No lots within the proposed subdivision shall be sold until the plat has been recorded in the Office of the County Recorder.
2. Prior to or concurrent with recordation of the Final Plat, the applicant shall record a final copy of the *Declaration of Covenants, Conditions and Restrictions of Diamond Back Townhomes*, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking, and/or open site areas for the two newly completed townhomes. A copy of the recorded *Declaration* shall be submitted to the Community Development Director.

Dated this 5th day of November, 2015.

Dewayne Briscoe, Mayor
City of Sun Valley

Date Findings of Fact signed

ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

CC-2

Page Reserved for

Certificates of

Occupancy

for

Diamond Back

Townhomes Sublot 19

SUN VALLEY CITY COUNCIL

PRELIMINARY PLAT	)	FINDINGS OF FACT, CONCLUSIONS
PARCEL A AMENDED	)	OF LAW, DECISION AND
MULTI-FAMILY TOWNHOMES	)	CONDITIONS OF APPROVAL
WHITE CLOUDS DEVELOPMENT)	
APPLICATION NO. SUBPP 2014-04)	

This preliminary plat application came before the Sun Valley City Council for consideration on May 15, 2014. The City Council conducted a properly noticed public hearing; reviewed the application and materials submitted; heard testimony from the public, the applicant, and the applicant's representatives; and reviewed the City staff report. Based on the evidence presented, the City Council makes the following Findings of Fact/Conclusions of Law and Decision:

FINDINGS OF FACT / CONCLUSIONS OF LAW

1. The applicant for the White Clouds Parcel E Townhomes Subdivision is Benchmark Associates, P.A. for Sun Valley Company and Sun Valley Resort Property, LLC. The project area consists of a 6.48 acre (282,674 square feet) undeveloped parcel within the Multi-Family Residential (RM-1) Zoning District of the White Clouds Subdivision. The preliminary plat is directly associated with Design Review Application No. DR 2014-05 for the construction of thirty-six townhome units with associated site improvements.

2. The subject parcel was originally created for future multi-family residential development as part of the White Clouds Subdivision through the City's approval of the project's Master Plan, Zoning Map Amendment, Planned Unit Development (PUD), Preliminary Plat and Final Plat. Parcel A was one of five (5) multi-family parcels created by the White Clouds Subdivision. This townhome Preliminary Plat is specific to and contingent upon City approval of associated applications including Master Plan Development Amendment No. MPD 2014-02, Zoning Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Preliminary Plat No. SUBPP 2014-02, Preliminary Plat No. SUBPP 2014-03, and Design Review No. 2014-05. These associated applications result in a reconfiguration of multi-family and single-family parcels in the White Clouds Subdivision and Parcel A Amended was formed by the addition of a small portion of adjacent Parcel J and the southern portion of Parcel B.

3. This preliminary plat for White Clouds Parcel A Amended Townhome Subdivision (Application No. SUBPP 2014-04) creates thirty six (36) multi-family townhome sublots on a total of 6.48 acres. The thirty six townhome units consist of four four-plex attached structures (16 units) and ten attached duplex structures (20 units). The RM-1 Zoning District provides for medium density residential apartment, condominium and/or townhouse dwellings and incidental uses. Multiple-family residential townhouse units are permitted by right within the RM-1 zone. The 6.48 acre parcel has a maximum density permitted by Development Code of fourteen (14) dwelling units per gross acre (90 units maximum). The project's proposed 5.56 dwelling unit per acre density complies with the maximum density of 14 dwelling units per acre within the RM-1 Zoning District.

4. The Planning and Zoning Commission performed a properly noticed visit to the project site on March 20, 2014 to view the development layout, examine existing site conditions and evaluate the project design for impacts and compliance with City standards.
5. The subdivision includes extensive open common area and a private street/driveway system to access each of the thirty six new townhome sublots from the Diamond Back Road and Trail Creek Road right-of-ways. A ten-foot (10) snow storage, utility and drainage easement exists on the property along the frontage of Diamond Back Road. The interior private streets and paths within the townhome subdivision will be plowed clear of snow by a private association. The Diamond Back Road public street right-of-way and path is currently plowed clear of snow by the City of Sun Valley and Trail Creek Road is currently plowed by Idaho Transportation Department. No avalanche or run-out areas exist on the project site.
6. The SWW&SD has issued a will-serve letter for the overall White Clouds Subdivision. A Preliminary Water and Sewer Plan submitted as part of the project drawings depicts nearby existing utility infrastructure and on-site improvements. It has been determined that the project can easily be served by extending water and sewer utilities directly to the thirty six new townhomes. All other applicable services and utilities were extended to the site as part of the overall White Clouds infrastructure implementation and are adequate to fully serve the thirty six new townhome units and associated site development.
7. Considering and in accordance with the deviations and public benefits contained in the PUD approval for the overall White Clouds Development, the project design is consistent with Development Code Sections 9-4A-5, Design, and 9-3H-4, Regulated Structures. The significant slopes, ridges, knolls, summits and hilltops of the White Clouds Land Use Planning Area were preserved and subdivided into open space and recreational zoned parcels. The remaining more developable portions of the area were subdivided into single and multi-family residential uses. Parcel A Amended is a multi-family zoned parcel surrounded to the north and west by significantly sloping topography preserved as open space and recreation. The toe of the steep 25% and greater slope area lies directly adjacent to the Parcel A Amended property line, just off site. The few small and scattered 25% steep slope anomalies that appear on Parcel A Amended via a detailed site specific slope analysis are not significant and were not intended to be preserved by the White Clouds Master Plan nor the White Clouds PUD. Additionally, in the RM-1 Zoning District, buildings on natural topography greater than fifteen percent (15%) are required to be designed in a manner to reduce visibility by using stepped building forms, natural colors and materials, sloped roofs and landscaping. This townhome project utilizes a combination of attached duplex and four-plex townhome units with pitched roof designs, placing the larger four-plex units at the lower, flat area of the site and the duplex units at the rear portion of the parcel, significantly dug into existing grade. The project's mix of duplex and four-plex units, as opposed to potential design options with multi-unit, high rise condominium massing and development, is appropriate for the site and minimizes project visibility. The project's use of natural stone and wood materials and mature screening landscaping further ensure compliance with hillside regulations. None of the thirty six townhome units skyline above adjacent hillsides or knolls. The townhome project complies with all applicable regulations and design criteria contained in the Development Code and is consistent with the intent and purpose of the Hillside Ordinance, the White Clouds Master Plan and the White Clouds PUD.

8. As required by City Code, the Planning and Zoning Commission performed a properly noticed public hearing on March 20, 2014 to receive public testimony, evaluate the project design for impacts and compliance with City standards and consider the facts and findings necessary to make a recommending decision on the application. The Planning & Zoning Commission formally recommended approval of the Preliminary Plat application to the City Council on March 20, 2014 and adopted recommending Findings of Fact on April 17, 2014.
9. The City Council performed a properly noticed public hearing on May 15, 2014 to receive public testimony, evaluate the project design for impacts and compliance with City standards, consider the Commission's recommendation and consider the facts and findings necessary to make a decision on the application. No significant negative impacts to the area or City due to the plat amendment have been identified by staff, the Commission or the City Council. No public comment opposing the amendment was received by the City during the Commission or Council's noticed review and comment periods.

Based upon the foregoing Findings of Fact, the City Council makes the following Conclusions of Law:

1. Subject to appropriate conditions below, the subdivision conforms with all applicable requirements of Title 9, Development Code, and all other applicable ordinances and provisions of the City of Sun Valley City Code because the design of the thirty six townhome subplot subdivision with associated improvements complies with all applicable density, design, lot size, width, depth, shape, orientation and use requirements. The preliminary plat complies with all applicable regulations in effect for the proposed sublots within the applicable zoning district, including the purpose statements. The site is suitable for the proposed multi-family residential land use and is allowed by right within the RM-1 Zoning District. The applicant's thirty six unit design represents development of the site with approximately forty percent of the development density allowed by Code. The proposed subdivision of the property to form thirty six townhome sublots and common area is in accordance with the uses and densities permitted within the RM-1 Zoning District.
2. The preliminary plat, which subdivides the property for multi-family housing land use, is in accordance with the City of Sun Valley 2005 Comprehensive Plan Update which designates the area as Medium Density Residential. The subject property is currently designated as Medium Density Residential (up to 14 du/acre max.) by the Future Land Use Map of the 2005 Comprehensive Plan Update. The RM-1 Zoning District implements the Medium Density Residential designation of the Comprehensive Plan.
3. Essential public facilities and services, including but not limited to emergency services, transit, public street maintenance, housing and schools, are available to support the proposed uses and density or intensity without creating additional requirements at public costs for such public facilities and services.
4. The proposed subdivision will be accessed from the existing Diamond Back Road and Trail Creek Road public roadway improvements. As conditioned by the Fire Department herein and proposed by the applicant, the driveway and access roadway improvements will meet all minimum standards for such improvements as specified by Title 7 of the City Code. The existing Diamond Back Road and Trail Creek Road improvements provide direct access to the subdivision without the need for further construction of public streets or any additional right-of-

way. Existing water and sewer infrastructure lies in close proximity and will be extended onto the site to adequately serve the new development. A Utility Exhibit submitted as part of the development application for the preliminary plat depicts existing utility infrastructure and features and it has been determined that the project can easily be served by extending laterals to the sublots. Proper Will Serve letters have been obtained for the project from the Sun Valley Water and Sewer District, Idaho Power and Intermountain Gas Company. Snow plowing and clearing on the interior private driveway system will be provided by the property owners. No offsite improvements are needed to connect the proposed subdivision with existing public services and utilities. Fire and police service will be provided by the City. The development will have no significant impact on the financial capability of the City to provide Municipal services.

5. It is determined that the proposed subdivision design complies with the specific design and improvement standards specified in Chapters 3 (Design and Development Regulations) and 4 (Subdivision Regulations) of Title 9 (Development Code) and with Title 7 (Engineering Standards and Design Practices) of the City Code. No significant historical, natural, ecological, architectural, archeological or scenic special sites lie on or adjacent to the project site. No significant streams, lakes or other natural bodies of water lie on site or directly adjacent. A site specific slope analysis was submitted as part of the project application and areas of any significant slope have been identified and quantified for the area on and adjacent to the proposed sublots. The significant slopes and hillsides lie off-site adjacent to the northwest in open space and recreation zoned parcels. Pursuant to the deviations allowed in regard to steep slopes by the PUD approved for the overall White Clouds project, the subdivision design is appropriate for multi-family development. No significant view or hillside scaring will occur to the larger prominent surrounding hillsides and no significant natural features or hilltops will be disturbed. No natural tree masses or unique rock or geological formations exist on the site and the area is not within an identified view corridor or skyline.
6. The City and its representatives have completed a comprehensive review of the development application and have determined that all required application materials have been satisfactorily submitted as per Development Code requirements. The proposed townhome subdivision is consistent with the land uses envisioned for the property for many years as detailed in the Sun Valley Resort's 2004 Vision Plan and complies with the criteria in the 2005 Comprehensive Plan Update for the White Clouds Land Use Planning Area. All aspects of the subdivision are consistent with the approved White Clouds Master Plan Development, the White Clouds PUD, and the White Clouds Master Plan Development Amendment. The individual townhome sublots and surrounding site improvements are congruent with the size, nature and character of existing and future development in the area. No significant negative impacts to the area, City or natural environment have been identified due to the thirty six-lot townhome subdivision, including but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides and other natural features. The preliminary plat design minimizes impact on sensitive prominent hillsides and places development on the flatter, less visible areas of the site to minimize visual impacts on surrounding land uses. The townhomes placed higher on the site will be significantly dug into grade. The subdivision is not materially detrimental to the public health, safety, and welfare, and any significant impacts have been mitigated satisfactorily as a result of the project design as determined by the City Council.

DECISION

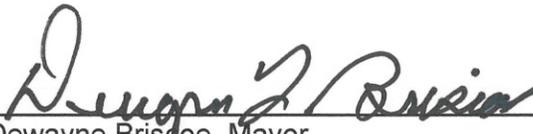
Therefore, based upon the foregoing Findings of Fact/Conclusions of Law, the Sun Valley City Council hereby conditionally approves the White Clouds Parcel A Amended Townhome Subdivision Preliminary Plat, based upon the submitted application documents, plat drawings, supporting exhibits, and testimony on the record at the public hearing, all considered by the City Council and subject to the following conditions of approval:

CONDITIONS OF APPROVAL

1. The Preliminary Plat and all aspects of the subdivision design shall conform to the project drawings stamped received by the City of Sun Valley on March 10, 2014 and reviewed by the City Council on May 15, 2014. Construction of improvements, facilities, private streets, driveways and public utility improvements shall be completed to the satisfaction of the City.
2. The applicant shall comply with all conditions and comments contained in the February 11, 2014 review and comment letter from the Sun Valley Fire Department. No changes shall be allowed to the Plat without prior approval of the Fire Chief and the Community Development Director.
3. To the satisfaction of the Community Development Director, in order to insure compliance with Title 7 of the City Code, the Developer shall provide, pay for, and install, or cause to be installed to City standards the following (as applicable) so as to insure that the City can provide necessary Municipal services and facilities:
 - a. Water distribution systems and appurtenances including fire hydrants, fire alarms and other fire control devices.
 - b. Sewer lines, pumps and appurtenant sewage collection and disposal devices, together with devices for the removal of materials and water from sewage not amenable to or capable of treatment or reduction by the sewer district's sewage treatment processes or prohibited by State or Federal laws or regulations.
 - c. Streets, curbs and gutters, street base coarse material, wearing coarse material, bridges, sidewalks, bicycle pathways, street signs, traffic control devices, intersection signals, vehicle turning and deceleration lanes (if applicable).
 - d. Storm drainage structures, lines and appurtenances, including culverts or other devices to enclose open ditches and to inhibit access to them by children, together with drainage easements sufficient to accommodate expected runoffs as determined according to generally accepted drainage accommodation principles.
 - e. Electrical distribution facilities, transformers and appurtenances, underground wiring, underground communication systems, wiring and underground cable television system and wiring.
 - f. Gas distribution systems and appurtenances.
 - g. Preservation or replacement of trees, shrubs, ground cover and other vegetation, install soil stabilization improvements to prevent erosion or degradation of surface water quality and inhibit vegetative growth in impounded waters or streams.
 - h. Public easements shall be dedicated for all required utilities and improvements.

4. The drawing submitted for final plat application and the drawings submitted to the City for infrastructure improvements shall be reviewed by the City's engineer and all proposed private street, grading, driveway, utility and drainage improvements shall conform to applicable standards. The drainage improvements shall be designed and constructed to be consistent with and compatible with the existing drainage improvements along Diamond Back Road and Trail Creek Road as well as any improvements and conditions on the adjacent Sun Valley Golf Course property and the adjacent residential subdivision. The applicant shall comply and/or clarify as needed all applicable comments and conditions contained in the review letter dated March 7, 2014 from the City's Engineer, CH2MHill.
5. The private street improvements and all related project grading, driveway, utility and drainage improvements shall be designed and constructed to City standards to the satisfaction of the City's engineer, the Streets Department and the Community Development Director. No construction shall take place for the street improvements prior to City review and approval of a design and infrastructure plan.
6. The construction management plan submitted for the thirty-six townhouse subplot subdivision that addresses construction parking, material storage, storm water runoff, site security, noise, hours of activity, and nuisance control (noise, music, animals, dust, site watering, trash, construction fencing, safety, and street cleaning) shall be complied with to the satisfaction of the Community Development Director and Chief Building Official throughout the entire construction process/phases.
7. The applicant shall submit copies of draft party wall agreements for the duplex and four-plex units to the Community Development Department prior to issuance of any grading or building permits for the project as per Development Code requirements. Final party wall agreements shall be recorded and copies submitted to the Community Development Department prior to final plat approval.
8. Prior to final plat approval by the City, the applicant shall submit final copies of agreements and documents creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, landscaping, parking and/or open site areas.
9. This Preliminary Plat is specific to and contingent upon City approval of associated applications including Master Plan Development Amendment No. MPD 2014-02, Zoning Map Amendment No. ZMA 2014-01 (Ordinance No. 468), Plat Amendment No. SUBPA 2014-03, Preliminary Plat No. SUBPP 2014-02, and Design Review No. 2014-05. The applicant shall satisfy all applicable conditions and requirements of these associated application approvals in addition to the conditions contained herein.
10. A final plat shall not be approved by the City Council until all townhouse units have received an approved final inspection and certificate of occupancy from the City Building Inspector or the Council has approved a financial guarantee of performance for completion of improvements pursuant to Code Section 9-4A-8.
11. This preliminary plat approval shall expire three hundred sixty five (365) days from the date of approval unless extended pursuant to Code Section 9-5A-9.

Dated this 15th day of May, 2014.



Dewayne Briscoe, Mayor
City of Sun Valley



Date Findings of Fact signed

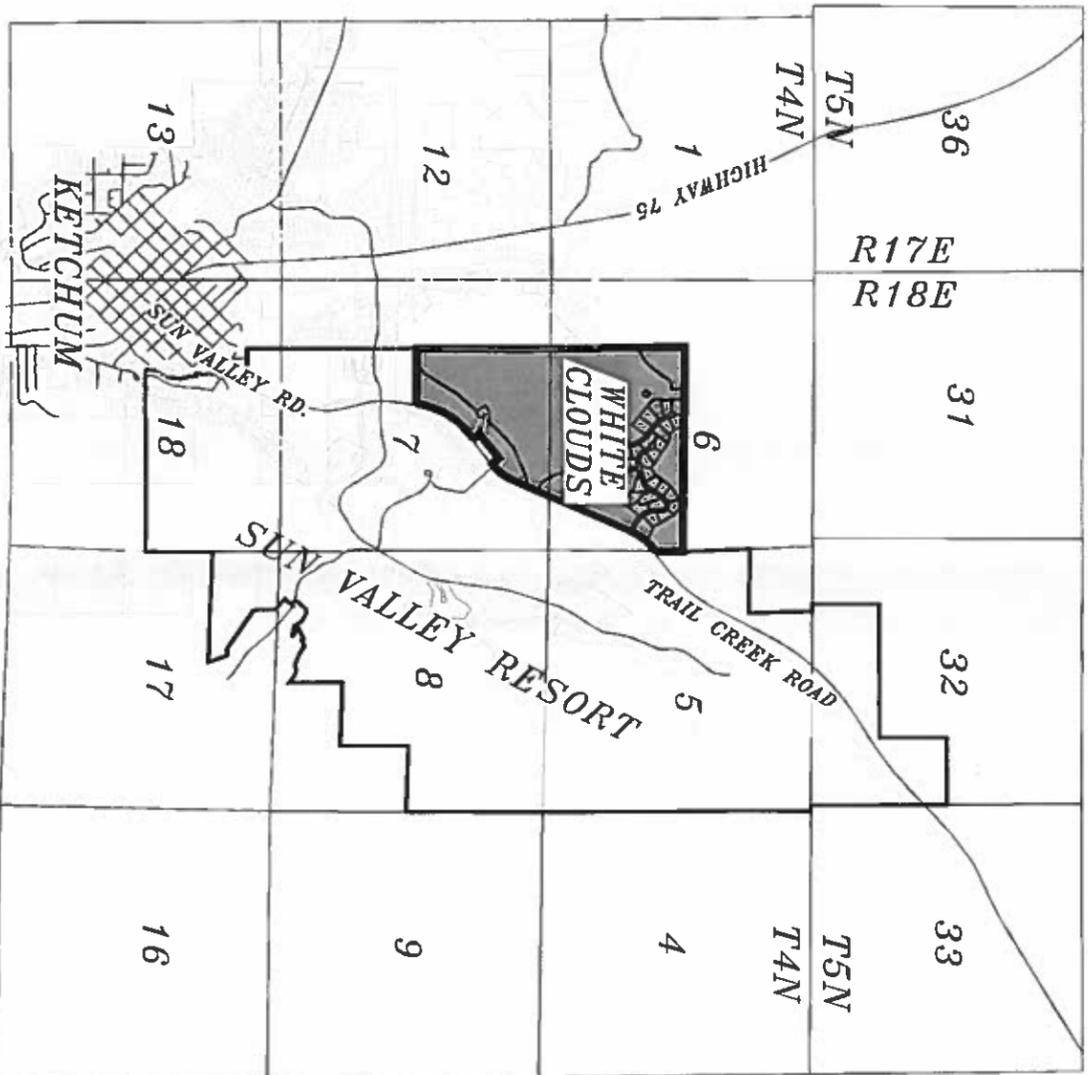
ATTEST:



Hannah Stauts, City Clerk
City of Sun Valley

DIAMOND BACK TOWNHOMES
 WHEREIN PARCEL A AMENDED, WITHIN BLOCK 1 OF WHITE CLOUDS CORRECTED
 SUBDIVISION, IS REPLATTED, CREATING TOWNHOUSE SUBLOTS 1 - 36
 LOCATED WITHIN:
 TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

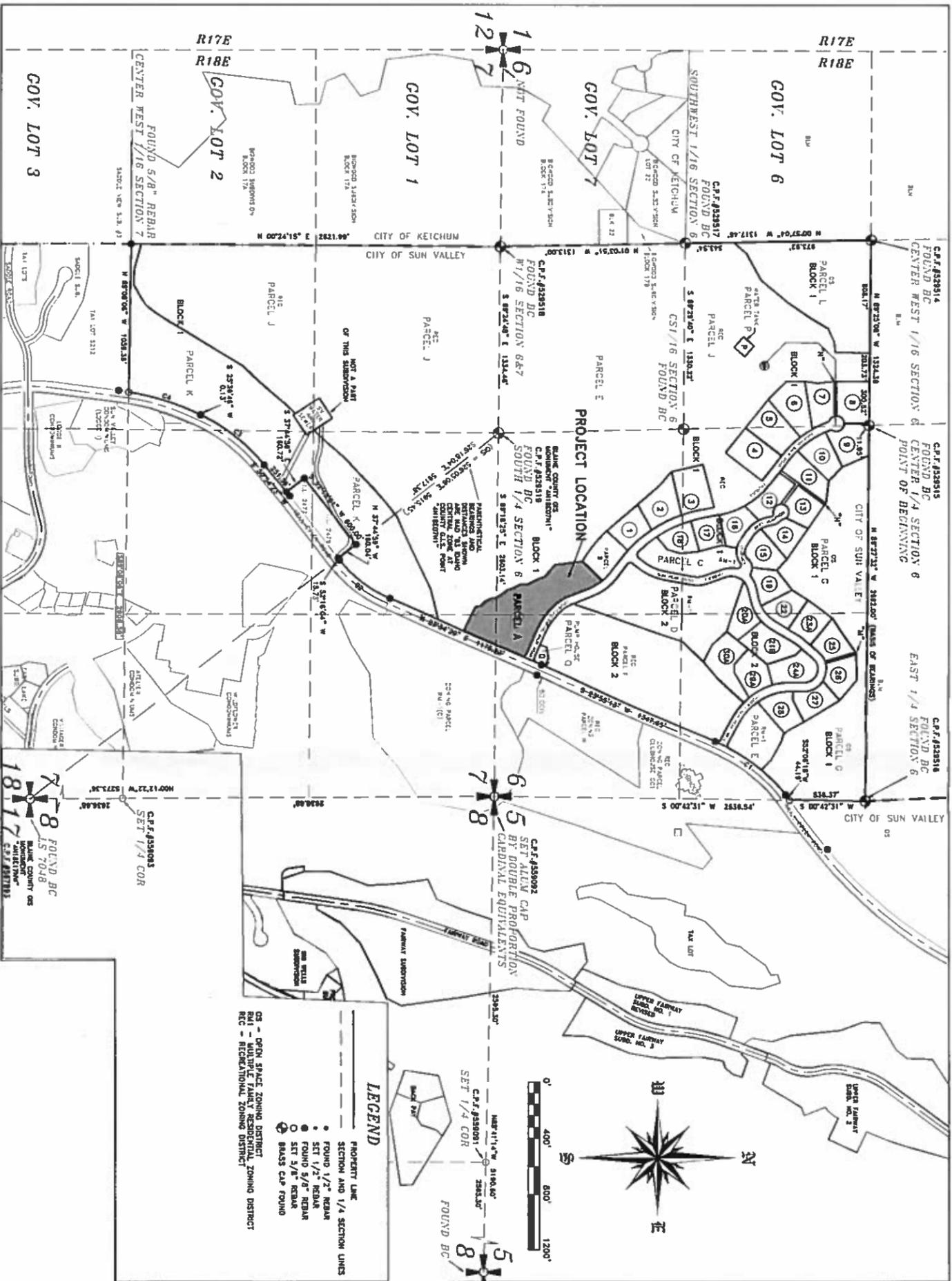
VICINITY MAP



PREPARED BY: BENCHMARK ASSOCIATES P.A.
 P.O. BOX 753 - 100 BELL DRIVE
 KETCHUM, IDAHO 83343
 PHONE (208)726-8912 FAX (208)726-8914

	<p>DIAMOND BACK TOWNHOMES</p> <p>LOCATED WITHIN: T4N, R18E, SEC. 6 & 7, B.M., SUN VALLEY, BLAINE COUNTY, IDAHO</p> <p>PREPARED FOR: SUN VALLEY COMPANY</p> <p>DATE: 12/19/13</p>
	<p>PROJECT NO. 13180</p> <p>DATE: 12/19/13</p>

LOCATION MAP



PREPARED BY: BENCHMARK ASSOCIATES P.A.
 P.O. BOX 733 180 MILL DRIVE
 SUN VALLEY, IDAHO 83450
 PHONE (208)726-8512 FAX (208)726-9514

DIAMOND BACK TOWNHOMES

LOCATED WITHIN T14N, R18E, SECS. 6 & 7, B.M.,
 SUN VALLEY, BENCH COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY

PROJECT NO. 13180
 DATE: 12/23/13



LEGEND

-  PROPOSED PROPERTY LINE
-  EXISTING PROPERTY LINE
-  AREAS IDENTIFIED AS POTENTIALLY ENVIRONMENTAL SENSITIVE BY SAATCHI ENVIRONMENTAL
-  EXISTING CONTOUR (1' INTERVAL)



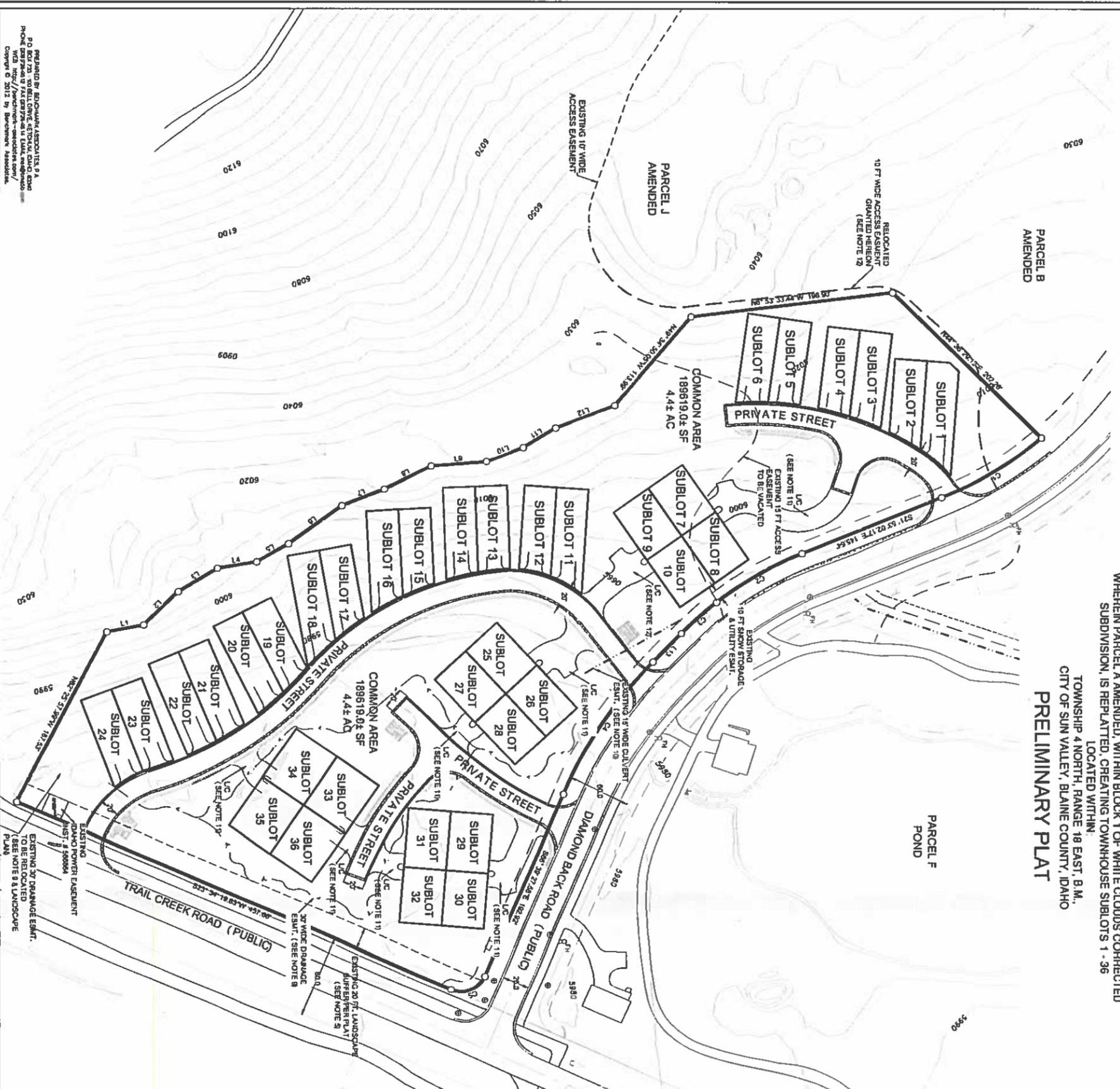

SCALE: 1"=50'



DIAMOND BACK TOWNHOMES
 LOCATED WITHIN
 TOWNSHIP 4 NORTH, RANGE 16 EAST, B.M.
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY
 DWG BY: [REDACTED]
 DATE OF SURVEY: 09/26/12

DIAMOND BACK TOWNHOMES
 WHEREIN PARCEL A AMENDED, WITHIN BLOCK 1 OF WHITE CLOUDS CORRECTED
 SUBDIVISION, IS REPLATED, CREATING TOWNHOUSE SUBLOTS 1 - 36
 LOCATED WITHIN:
 TOWNSHIP 4 NORTH, RANGE 18 EAST 8 M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
PRELIMINARY PLAT



LINE TABLE

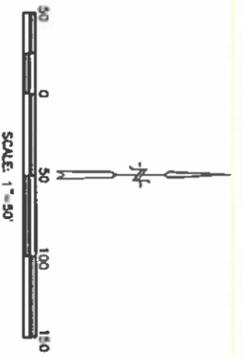
LINE	LENGTH	BEARING
L1	34.15'	N11°00'30.87"W
L2	48.77'	N44°09'08.22"W
L3	42.91'	N01°07'31.84"W
L4	38.41'	N0°08'02.89"W
L5	34.53'	N09°44'08.51"W
L6	62.34'	N05°33'34.01"W
L7	44.29'	N21°27'48.45"W
L8	50.08'	N08°23'53.58"W
L9	52.74'	N4°46'02.33"W
L10	38.29'	N03°30'22.03"W
L11	36.82'	N01°43'18.97"W
L12	61.45'	N03°49'31.41"W
L13	38.15'	S45°30'17.47"E

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1	344.88'	S31°11'28.81"E	112.83'	113.33'	018°26'48"
C2	344.00'	S55°52'30.23"E	98.65'	92.98'	018°28'58"
C3	344.00'	S41°14'18.84"E	48.83'	48.88'	007°28'18"
C4	424.53'	S55°01'52.20"E	158.44'	158.77'	021°08'10"
C5	264.00'	S21°02'22.87"E	30.43'	30.17'	080°13'47"

LEGEND

- BOUNDARY LINE
- SUBLOT BOUNDARY
- EXISTING LANDSCAPE BUFFER
- EXISTING CULVERT EASEMENT
- EXISTING ACCESS EASEMENT TO BE VACATED
- EXISTING ACCESS EASEMENT TO BE GRANTED
- EXISTING SNOW STORAGE & UTILITY EASEMENT
- RELOCATED CENTERLINE DRAINAGE EASEMENT
- RECORD BEARINGS AND DISTANCES
- FOUND 5/8" REBAR
- SET 3/8" REBAR
- BRASS CAP
- LC LIMITED COMMON AREA



- NOTES**
- REFER TO PLAT NOTES ON PLAT OF WHITE CLOUDS CORRECTED P.L.D. RECORDED IN THE PUBLIC RECORDS OF BLAINE COUNTY, IDAHO.
 - BASES OF BEARINGS IS PER THE ORIGINAL PLAT OF THE WHITE CLOUDS CORRECTED P.L.D. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER SAID PLAT. REFER TO SAID PLAT A CAREFULLY FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY. SURFACE EVIDENCE OR OTHER UNDERGROUND UTILITIES MAY OBTAIN LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
 - ELEVATIONS BASED ON ASSUMED DATUM.
 - PER WHITE CLOUDS CORRECTED P.L.D. THE 27' WIDE LANDSCAPE BUFFER BETWEEN THE 10' WIDE ACCESS EASEMENT AND THE 10' WIDE COMMON AREA SHALL BE MAINTAINED AND SHALL INCLUDE BUT NOT LIMITED TO: WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
 - SUBLOT BOUNDARIES REFER TO BOUNDARY LINES AND NOT TO THE CENTERLINE OF THE ROAD OR DRIVEWAY.
 - DRAINAGE DITCHES GRANTED AS SHOWN HEREON.
 - A 15 FOOT WIDE CALLVERT EASEMENT IS GRANTED WITH PARCEL A.
 - A 10 FOOT WIDE ACCESS EASEMENT IS GRANTED WITH PARCELS A AND J ALONG WITH ACCESS TO WATER MAIN AND SEWER MAIN SHALL FOLLOW ANY REALIGNMENT OF SAID GOLF CART PATH.
 - THERE SHALL BE A 10 FOOT WIDE UTILITY, DRAINAGE AND IRRIGATION EASEMENT CENTERED ON ALL LOT LINES AND ADJACENT TO ALL STREET AND SUBDIVISION BOUNDARIES.

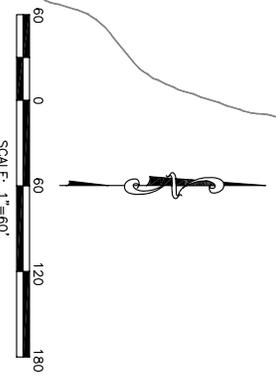
DIAMOND BACK TOWNHOMES
 LOCATED WITHIN:
 SECTION 8 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST 8 M.,
 CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
 PREPARED FOR: SUN VALLEY COMPANY
 DWG BY: JNG CND
 DATE OF SURVEY: 08 PRE PLATTING
 SHEET 1 OF 1

PREPARED BY: BROADWAY ASSOCIATES, P.A.
 810 BOX 273, 200 BELL DRIVE, ETRICH, IDAHO 83426
 PHONE: (208) 338-1111 FAX: (208) 338-1112
 WEB: http://www.broadway-associates.com/
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DIAMOND BACK TOWNHOMES: SUBLOT 19 AND TRACT E

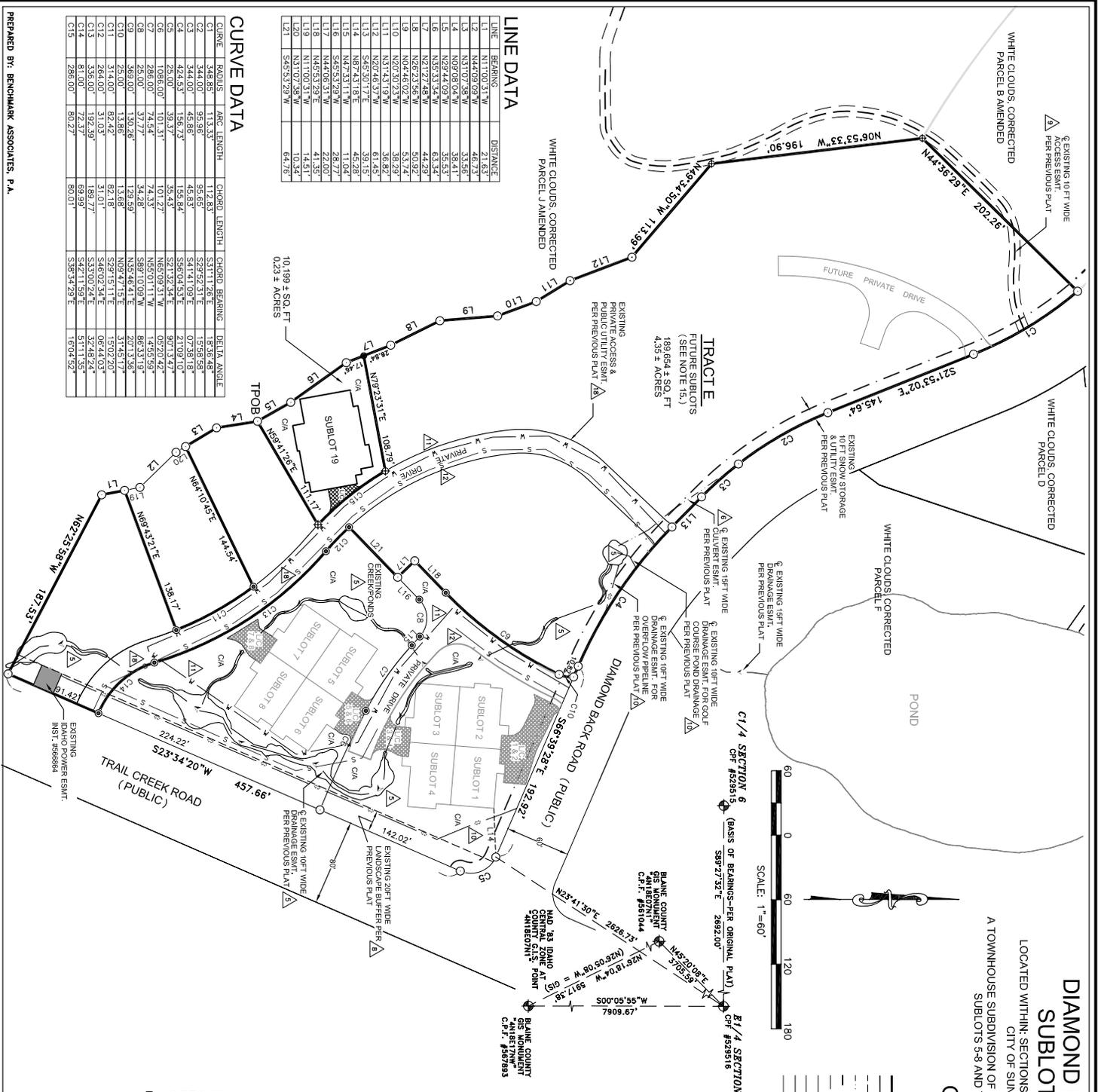
LOCATED WITHIN: SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF TRACT C WITHIN THE PLAT OF "DIAMOND BACK TOWNHOMES:
SUBLOTS 6-8 AND TRACT C," CREATING SUBLOT 19 AND TRACT E.

OCTOBER 2015



LEGEND

- PROPERTY BOUNDARY
- SUBLOT BOUNDARY
- LANDSCAPE BUFFER PER PREVIOUS PLAT (SEE NOTE 8)
- CULVERT EXEMPT (SEE NOTE 6)
- CENTERLINE TO ACCESS ESM. (SEE NOTE 9)
- CENTERLINE TO UTILITY ESM. - WIDTH VARIES (SEE NOTE 5)
- CENTERLINE TO DRAINAGE ESM. - WIDTH VARIES (SEE NOTE 5)
- CENTERLINE TO WATER LINE ESM. (SEE NOTE 10)
- CENTERLINE 15' SWER LINE ESM. (SEE NOTE 12)
- (SEE NOTE 4)
- L/C LIMITED COMMON AREA
- C/A COMMON AREA
- L/C LIMITED COMMON AREA
- FOUND 5/8" REBAR
- SET 5/8" REBAR
- SET NAIL & TAG IN PAVERS/CURB
- FOUND NAIL & TAG
- BRASS CAP
- ESKIMENT - SEE SHEET 2



LINE DATA

LINE	BEARING	DISTANCE
L1	N42°09'00"W	46.72'
L2	N42°09'00"W	46.72'
L3	N31°07'58"W	33.56'
L4	N09°06'04"W	38.41'
L5	N29°44'09"W	35.53'
L6	N35°53'24"W	63.35'
L7	N26°23'56"W	50.92'
L8	N04°46'02"W	53.74'
L9	N07°30'23"W	38.29'
L10	N27°00'33"W	36.82'
L11	N31°14'31"W	61.45'
L12	S26°06'57"W	61.45'
L13	N07°31'16"E	45.28'
L14	N47°33'11"W	11.04'
L15	N47°33'11"W	11.04'
L16	S45°53'29"W	28.77'
L17	N44°06'31"W	22.00'
L18	N15°02'33"E	14.33'
L19	N10°10'28"W	10.34'
L21	S45°53'29"W	64.78'

CURVE DATA

CURVE	BEARING	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	N42°09'00"W	92.14	S27°09'00"E	155.82°
C2	S44°00'45.86"	95.65	S23°52'31"E	155.82°
C3	S44°00'45.86"	45.83	S41°41'09"E	07°38'18"
C4	S42°53'15.67"	156.73	S56°04'53"E	21°09'10"
C5	S25°00'39.37"	35.43	S21°32'34"E	09°13'27"
C6	S25°00'39.37"	74.33	N50°11'11"W	124.56°
C7	S25°00'39.37"	34.28	S89°10'09"W	86°33'19"
C8	S25°00'39.37"	129.59	N35°46'41"E	207°3'36"
C9	S25°00'39.37"	13.68	N09°47'13"E	31°45'17"
C10	S25°00'39.37"	92.18	S27°09'00"E	155.82°
C11	S25°00'39.37"	186.77	S42°11'59"E	32°46'24"
C12	S25°00'39.37"	186.77	S42°11'59"E	32°46'24"
C13	S25°00'39.37"	186.77	S42°11'59"E	32°46'24"
C14	S25°00'39.37"	186.77	S42°11'59"E	32°46'24"
C15	S25°00'39.37"	186.77	S42°11'59"E	32°46'24"

PREPARED BY: BENCHMARK ASSOCIATES, P.A.



**DIAMOND BACK TOWNHOMES:
SUBLOT 19 AND TRACT E**

LOCATED WITHIN:
SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY

BY: CH/SWS FILE: 15091sublots19.dwg

PROJECT NO. 15091 DATE: 10/26/2015 SHEET: 1 OF 3

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

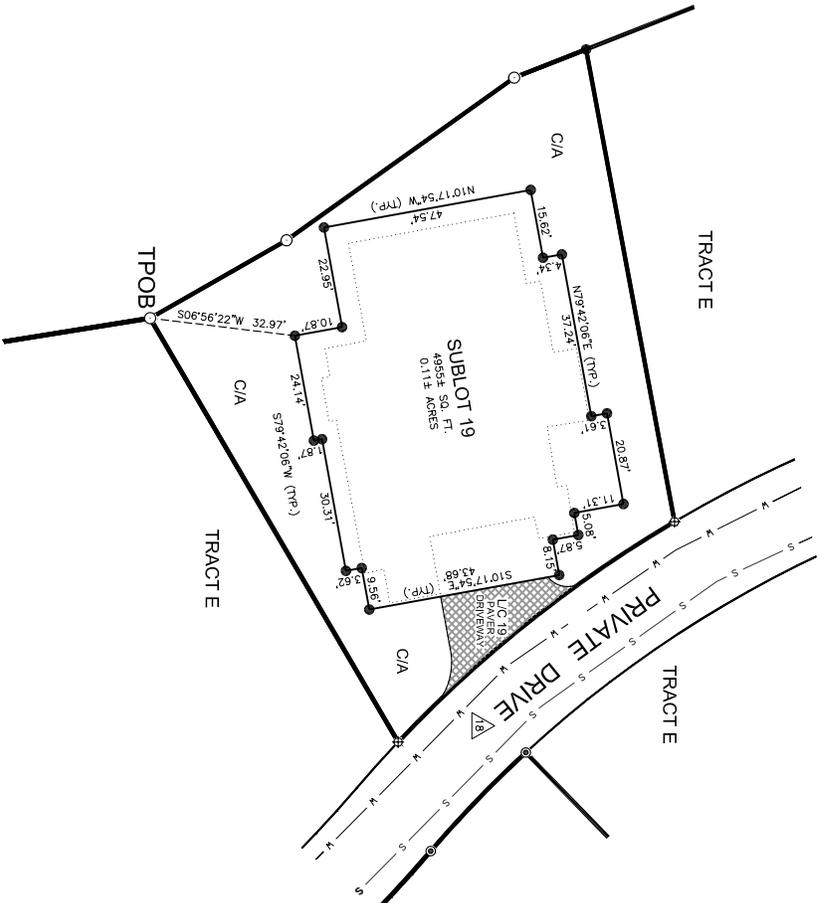
Date: _____

South Central Public Health District, RHCS

SEE SHEET 2 OF 3 FOR PLAT NOTES & SUBLOT DETAILS.

DIAMOND BACK TOWNHOMES: SUBLOT 19 AND TRACT E

LOCATED WITHIN: SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF TRACT G, WITHIN THE PLAT OF "DIAMOND BACK TOWNHOMES:
SUBLOTS 5-8 AND TRACT C", CREATING SUBLOT 19 AND TRACT E.
OCTOBER 2015



LEGEND

—	PROPERTY BOUNDARY
---	SUBLOT BOUNDARY
---	APPROXIMATE BUILDING FOOTPRINT - FOUNDATION
---	LANDSCAPE BUFFER PER PLAT (SEE NOTE 8)
---	CULVERT EASEMENT (SEE NOTE 6)
---	CENTERLINE 10' ACCESS ESM. (SEE NOTE 9)
---	CENTERLINE 10' DRAINAGE ESM. - WIDTH VARIES (SEE NOTE 5)
---	CENTERLINE 10' DRAINAGE ESM. (SEE NOTE 10)
---	CENTERLINE 15' WATER LINE ESM. (SEE NOTE 11)
---	CENTERLINE 15' SEWER LINE ESM. (SEE NOTE 12)
---	L/C LIMITED COMMON AREA (SEE NOTE 4)
---	C/A COMMON AREA
---	L/C LIMITED COMMON AREA
○	FOUND 5/8" REBAR
●	SET NAIL & TAG IN PAVERS/CURB
○	FOUND NAIL & TAG
○	BRASS CAP

- ### NOTES:
1. BASIS OF BEARINGS IS PER THE PLAT OF "WHITE CLOUDS CORRECTED PARCELS A, B & J AMENDED", RECORDED CLERK OF BLAINE COUNTY, IDAHO, 2010. ALL BEARINGS AND DISTANCES ARE TO BE CORRECTED TO THE TRUE WHITE CLOUDS, CORRECTED AND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "DIAMOND BACK TOWNHOMES, SUBLOT 19 AND TRACT E", RECORDED AS INST. NO. _____, AND AS MAY BE AMENDED, FOR CONDITIONS AND/OR RESTRICTIONS GOVERNING THIS PROPERTY.
 2. BUILDING SETBACKS SHALL COMPLY WITH APPLICABLE ZONING REGULATIONS.
 3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL, RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWERS, NATURAL GAS, TELEPHONE AND ELECTRICAL LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE PERMANENT MAINTENANCE AND RELOCATION THEREOF.
 4. EACH LIMITED COMMON AREA IDENTIFIED HEREON IS FOR THE EXCLUSIVE USE OF SAID AREA FOR ACCESS AND PARKING FOR THE DESIGNATED SUBLOTS AS SHOWN HEREON. CONSULT THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEFINITION OF COMMON AREA AND LIMITED COMMON AREA.
 5. A DRAINAGE EASEMENT, NOT LESS THAN 10 FEET IN WIDTH, EXISTS TO BENEFIT THE DIAMOND BACK TOWNHOMES OWNERS ASSOCIATION AND SUN VALLEY COMPANY, AND ITS SUCCESSORS AND ASSIGNS FOR DRAINAGE AND MAINTENANCE OF THE AS CONSTRUCTED STREAM AND POND AREAS, PER PREVIOUS PLAT.
 6. A 15 FOOT WIDE CULVERT EASEMENT EXISTS TO BENEFIT SUN VALLEY COMPANY, AND ITS SUCCESSORS AND ASSIGNS, PER PREVIOUS PLAT.
 7. A 10 FOOT WIDE UTILITY DRAINAGE AND IRRIGATION EASEMENT EXISTS ADJACENT TO ALL STREET BOUNDARIES AMENDED, PER PREVIOUS PLAT.
 8. A 20 FOOT WIDE LANDSCAPE BUFFER IS RESERVED FOR TRAILS, HARDSCAPE, SIGNAGE, MONUMENT SIGNAGE, PLANTINGS OR SIMILAR USAGE, PER PREVIOUS PLAT.
 9. A 10 FOOT WIDE PEDESTRIAN & VEHICULAR ACCESS EASEMENT EXISTS TO BENEFIT SUN VALLEY COMPANY, AND ITS SUCCESSORS & ASSIGNS, FOR GOLF COURSE PURPOSES AND TO THE SUN VALLEY WATER AND SEWER DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, PER PREVIOUS PLAT.
 10. TEN (10) FOOT WIDE DRAINAGE EASEMENTS EXIST TO BENEFIT SUN VALLEY COMPANY AND ITS SUCCESSORS AND ASSIGNS TO ACCOMMODATE GOLF COURSE AND OTHER DRAINAGE ALONG THE AS CONSTRUCTED LOCATIONS OF THE OVERFLOW AND OTHER DRAINAGE PIPES, PER PREVIOUS PLAT.
 11. A 15 FOOT WIDE WATER LINE EASEMENT EXISTS TO BENEFIT THE SUN VALLEY WATER & SEWER DISTRICT AND ITS SUCCESSORS AND ASSIGNS, CENTERED ALONG THE EXISTING WATER LINE, PER PREVIOUS PLAT.
 12. A 15 FOOT WIDE SEWER EASEMENT EXISTS TO BENEFIT THE SUN VALLEY WATER & SEWER DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, CENTERED ALONG THE EXISTING SEWER LINE, PER PREVIOUS PLAT.
 13. PUBLIC UTILITY EASEMENTS ARE HEREBY PROVIDED FOR ALL UTILITY LINES WHICH SERVE DIAMOND BACK TOWNHOMES WITHIN THE SUBLOT 19 BOUNDARY AND TRACT E, INCLUDING (1) ALL EXISTING UTILITY LINES AND (2) ALL FUTURE UTILITY LINES OVER UNDER AND ACROSS ALL SUBLOTS AND COMMON AREAS SHOWN HEREON, AND ALL FUTURE SUBLOTS AND COMMON AREAS TO BE PLATTED WITHIN TRACT E, AS REASONABLY NECESSARY TO SERVE ALL DIAMOND BACK TOWNHOMES.
 14. ALL PRIVATE DRIVES SHOWN WITHIN COMMON AREA SHALL REMAIN OPEN AND UNOBSSTRUCTED AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE DIAMOND BACK TOWNHOMES OWNERS ASSOCIATION TO MAINTAIN SAID LINES YEAR-ROUND, INCLUDING BUT NOT LIMITED TO SNOW REMOVAL AND ENFORCEMENT OF NO VEHICULAR PARKING WITHIN SAID LINES AT ANY TIME.
 15. TRACT E IS RESERVED FOR DEVELOPMENT AND RESUBDIVISION OF UP TO TWENTY-FIVE (25) FUTURE TOWNHOUSE UNITS AS APPROVED IN THE PRELIMINARY PLAT OF DIAMOND BACK TOWNHOMES, DATED 2/26/2014, OR AS MAY BE HEREAFTER APPROVED BY THE CITY OF SUN VALLEY IN ANY AMENDMENTS TO SAID PRELIMINARY PLAT.
 16. COMMON AREAS, INCLUDING PRIVATE DRIVES SHOWN HEREON, ARE FOR THE BENEFIT OF ALL FUTURE PHASES OF DIAMOND BACK TOWNHOMES AS WELL AS FOR SUBLOTS 1A, 1A-16 AND 19.
 17. COMMON SUBLOT BOUNDARIES ARE INTENDED TO BE THE EXISTING PHYSICAL PARTY WALLS AS CONSTRUCTED.
 18. A PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT, WHICH SHALL BE AVAILABLE FOR AND BENEFIT ALL SUBLOTS WITHIN DIAMOND BACK TOWNHOMES, EXISTS AS SHOWN HEREON, AND SHALL, ON OR BEFORE THE COMPLETION OF ALL PHASES OF SAID DIAMOND BACK TOWNHOMES, BE CONVERTED TO AND ACCEPTED BY THE DIAMOND BACK TOWNHOMES OWNERS ASSOCIATION AS COMMON AREAS.

PREPARED BY: BENCHMARK ASSOCIATES, P.A.

**DIAMOND BACK TOWNHOMES:
SUBLOT 19 AND TRACT E**

LOCATED WITHIN:
SECTIONS 6 & 7, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO

PREPARED FOR: SUN VALLEY COMPANY

PROJECT NO. 15091 FILE: 15091-SUBLOT19P2
DATE: 10/26/2015 SHEET: 2 OF 3

PLAT CHECK LIST

CC-6

1	Subdivision Name:	Diamond Back Townhomes: Sublot 19 and Tract E
2	Reviewer:	Betsy Roberts
3	Date:	October 17, 2015
4	Sheet Title and Preamble:	Diamond Back Townhomes: Sublot 19 and Tract E Located within: Sections 6&7, Township 4 North, Range 18 East, B.M., City of Sun Valley, Blaine County, Idaho A Townhouse Subdivision of Tract C within the Plat of "Diamond Back Townhomes: Sublots 13-14, 17-18 and Tract D", Creating Sublot 19 and Tract E.
5	Basis of Bearing:	OK. Basis of Bearing referred to in Note #1 is per the plat "White Clouds Corrected: Parcels A, B, & J Amended", recorded as Inst. No. 620423.
6	North Arrow:	OK
7	Scale and Legend:	OK
8	Plat Closure:	OK
9	Total Area:	OK. Tract E and Sublot Area shown
10	Monuments:	OK
11	Land Corners:	OK
12	Initial Point:	Not Shown. Referred to in White Clouds Corrected Plat.
13	Street Names & Width:	OK - agreed names would be removed since they are private streets. Width 22' described in easement.
14	Easements:	OK
15	Lot & Block Numbers:	OK
16	Lot Dimensions:	OK
17	Curve & Line Tables:	OK
18	Certifications:	Shown
19	Certificate of Owner:	None
20	Certificate of Surveyor:	None
21	Sanitary Restriction:	None
22	Agency Approvals:	None
23	Public Dedication:	None (Standard public easement for utilities)
24	Common Areas:	OK

**CITY OF SUN VALLEY
CITY COUNCIL
AGENDA REPORT**

From: Jae Hill, AICP, CFM, Community Development Director
Meeting Date: 5 November 2015

SAGE CREEK WIRELESS FACILITY

BACKGROUND: In 2007, Edge Wireless (later AT&T) submitted an application for a Conditional Use Permit (CUP2007-04) for a new wireless communication facility to be constructed atop the Sun Valley Water & Sewer District's Sage Creek Reservoir. This application received two public hearings - October 11 and November 30, 2007 - and was subsequently denied by the Planning Commission, with formal findings of denial approved on December 13, 2007. The Commission, at that time, found that the tower was "not compatible with the uses permitted in the applicable [OR-1] zoning district because of a skylining effect on adjacent land uses and visual impact upon the open quality and character of the natural hillside area and viewshed." The Commission also found that the applicants had "not demonstrated all practical means" to conceal or minimize the visual impacts of the facility."

The applicant filed a timely appeal and the matter was heard at the City Council on January 17, 2008, where the Council overturned the Commission's denial of the CUP. Condition 1 of this approval stated that "any future modifications to the facility or its structural elements shall require City approval of a modification to this Conditional Use Permit." Condition 3 imposed monitoring requirements which necessitated the submittal of materials to the Community Development Director every 5 years. The only penalty stated for failure to comply with the monitoring requirements referenced a code section that has no enforcement except for an abandoned or decommissioned tower.

On January 23, 2014, AT&T requested an equipment upgrade which included new electrical equipment inside the facility, new antenna panels, and a new support pole - increased in width from 4" to 6". From DR2013-18:

The most significant change is to the antenna mounted pole and panels. The two existing antenna panels on the pole will be changed out with two new antenna panels that are longer. The two new panels are 11.8" wide and 96 inches long. The existing antenna panels were approved at 4-feet, 4-inches in length and 14 inches in width. The existing 4 inch pole will be changed out with a new 6 inch wide support pipe pole but will extend no higher than the existing pole. The pipe pole and antenna panels will maintain the existing 20-foot height above the booster pump structure.

This was approved by the Planning Commission on the same day as the hearing.

As part of the Design Review submittals which approved the design of the modifications to the booster pump station (DR2007-060) and the initial tower (DR2007-061), the applicant was required to plant

three aspens to screen the facility; the trees subsequently died after a few years as noted in the Staff Report for DR2013-18. The location - high on the exposed hillside - was likely not suitable for such vegetation without irrigation and other regular maintenance.

On November 4, 2014, Ned Williamson, attorney for Irwin and Ann Sentilles of 212 Lupine Street, submitted a letter outlining several points of contention. Mr. Williamson claimed that:

- The Council conducted a *de novo* hearing of the 2007 CUP instead of reviewing the Commission's decision and findings;
- The Council never expressed in its appeal findings how the Commission erred;
- The facility "doubled in size" per the 2014 Design Review application;
- The notice for the 2014 Design Review application was improper as it called the project a "retrofit" instead of an application to "expand the array so materially"
- That the 2007 CUP should have been modified before proceeding with the 2014 Design Review;

Municipal Code section 9-5A-9.A sets a schedule for appeals, but the November 2014 letter from Ned Williamson (on behalf of the Sentilles family) was time-barred as an appeal due to its late submittal. Further, it could be contended that the letter doesn't include a formal request for appeal, but includes suggestions that the City hold a new CUP hearing and that the City revise its code to make the facility nonconforming, then proceed with abatement of the newly-created nonconformity as a "remedy" to the aforementioned complaints.

On July 6, 2015, AT&T responded to the City's May and June 2015 requests for materials to ensure compliance with the Conditions of Approval of the CUP and Design Review approvals. In its letter and submission, AT&T not only provides all of the information required by Condition 3 of the CUP, but it also clearly states its position as to why it feels a new CUP is not required. The City Attorney and the Community Development Director agreed with the position of AT&T at this time and requested the final item - an emissions study - be provided to satisfy Condition 3, Item 2. This study was provided on October 6, 2015 (and was furnished to Mr. Williamson as well).

ANALYSIS: Section 9-3K-2 [Applicability] of the Wireless Communication Facility Standards states that "this article applies to all wireless communication facilities existing and proposed to be located within the limits of the city" but 9-3K-5 [Design Review Permit Required] and 9-3K-6 [Conditional Use Permit Required] expressly state that a permit is only required for *proposed* facilities. No mention of a permitting requirement - or process - is made for modification of existing facilities.

The Federal Communications Commission's Wireless Facility Modification rules ("§6409") state that "a State or local government *may not deny and shall approve* any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of the structure." The law further defines "substantial change" as being limited to the height of the "eligible support structure" or to modifications to appurtenances that would increase the width by an amount equivalent to the width of the support structure; the regulation does not cover the modification of an individual antenna panel, regardless of the changes in dimensions of a particular array or panel. The pole did not double in width, increasing from 4" to only 6".

Our code is silent on the process or need for a "modification" of a Conditional Use Permit. Permits only expire if an expiration is assigned at the time of approval (9-5B-2.C.5.a). Without condemnation and revocation of the permit for noncompliance, it wouldn't expire and therefore a new application wouldn't be required. A Design Review application (such as the one granted in DR 2013-18) was intended (rightly or wrongly) to serve for modification of the facility in place of a revised CUP. Furthermore, without specific code language about the "modification" of a CUP, a new CUP would be required in its place - an inappropriate action (per our own code) for an existing facility.

Condition 9 of DR 2013-18 references Condition 3 of CUP 2007-04 (which is copied from 9-3K-7.C.4 "Monitoring") and requires that information be submitted at 5-year intervals confirming:

1. continued operation of the facility
2. power strength measurements that the facility is FCC emissions compliant
3. that there is no equipment available to enhance safety, efficiency, or visibility - or reduce the size - of the facility
4. that there are not more appropriate locations for the facility
5. that the facility is still essential to the network
6. and documentation of any complaints regarding operation and maintenance.

This condition just requires written confirmation, not evidence - with the exception of Item 2. On July 6, 2015, counsel for Edge/AT&T provided the statements required under Items 1, 3, 4, 5, and 6 of Condition 3, and promised forthcoming emissions measurements under Item 2. On October 6, 2015, AT&T provided a Power Density Study to satisfy the requirements of Item 2.

On August 19, 2015, counsel for the Sentilles sent another letter insisting that the City take an "active role in testing whether an alternative site exists or if less visible equipment is available, as the CUP requires." This is an inaccurate statement, as the requirement is that the applicant provide "confirmation" regarding such sites or equipment availability. Furthermore, the City doesn't have registered professional staff to conduct such studies and thus the cost of hiring a consultant would be borne by the City. Neither the Code nor the Conditions of Approval allow the City to select an alternate site.

9-5B-2.C.6.c(2) allows for revocation of a Conditional Use Permit if the conditions are violated and an applicant is given a ten-day correction notice. It's unclear if any such notice was ever provided; regardless, now that the materials have been submitted, the application is in compliance with the conditions contained in the DR, CUP, and applicable Code sections.

Finally, the appeal of the original CUP itself appears to have been held correctly as per the City's Municipal Code in 9-5A-9.F [Decision].

CONCLUSION: Due to a combination of factors, including Staff turnover, the Community Development Department has sought to rectify the compliance of CUP2007-04 through voluntary actions with AT&T. AT&T has submitted, to the satisfaction of the Community Development Director, the items required

under the monitoring requirements of the Municipal Code's Wireless Standards, the 2007 Conditional Use Permit, and the 2014 Design Review approval.

Staff has not aggressively pursued remediation action against AT&T because the City could not have successfully prosecuted an enforcement case when the City itself had failed to monitor the Conditional Use Permits' conditions - though the burden is on the applicant to provide the information every five years, Staff had not followed up with the tower owner or applicant to notify them of the deficient materials. Staff also has been recently "disinclined" to take action because of the critical health, safety, and welfare benefits that the wireless facility provides to the surrounding area - AT&T's own maps show the lack of cell service in the area if the tower were removed or relocated.

In summary, Staff has provided substantive evidence and context to affirm our disagreement with Mr. Williamson's self-styled "appeal" of the Sage Creek facility's approvals:

1. The facility "doubled in size" per the 2014 Design Review application;
 - Antenna panel change-outs are allowed by-right in our code. A Conditional Use Permit is only required for "proposed facilities." Design Review approval is only required for substantial changes in the support structure; the term "substantial change" is defined by §6409 and doesn't apply in this particular case as the width of the new support structures was within FCC-delimited specifications and the "tower" height didn't change.
2. The notice for the 2014 Design Review application was improper as it called the project a "retrofit" instead of an application to "expand the array so materially."
 - The equipment change-outs didn't expand the array beyond that which is permissible by-right under Federal law, nor was a new facility constructed or proposed, and therefore the project *was* a retrofit and not an expansion.
3. That the 2007 CUP should have been modified before proceeding with the 2014 Design Review.
 - There is no stated procedure in the code to modify a Conditional Use Permit and the only remedy would have been to require a new Conditional Use Permit; the code, however, does not require a new Conditional Use Permit for change-outs on existing facilities - rather the code expressly states that change-outs may occur by-right, provided 30-day notice is given to the City.

SUN VALLEY CITY COUNCIL

CONDITIONAL USE PERMIT)
EDGE WIRELESS- SAGE CREEK)
APPLICATION #CUP2007-04)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Edge Wireless submitted an application for Conditional Use Permit for the construction of a new wireless communication facility to be added to an existing pump booster station structure adjacent to the SVW&SD Sage Creek Reservoir on property within the Outdoor Recreation (OR-1) Zoning District. This matter came before the Sun Valley Planning and Zoning Commission for consideration on October 11 and November 30, 2007 as a duly noticed public hearing. The Commission heard comments from the applicant's representatives and the public, conducted a site visit to the project site, and took action to deny the application. An appeal was filed by the applicant and the City Council held a noticed public hearing on January 17, 2008 and formally acted to overturn the Commission's denial and approve the Conditional Use Permit for the proposed wireless communication facility. Having concluded its review of the application, the Council makes the following Findings of Fact, Conclusions of Law and decision, subject to the following Conditions of Approval:

FINDINGS OF FACT/ CONCLUSIONS OF LAW

1. The applicant is Edge Wireless and the subject property is the Sage Creek water booster station operated by the Sun Valley Water & Sewer District, located at 100 Sage Creek Reservoir Road and zoned Outdoor Recreation (OR-1).
2. The proposed application is for a Conditional Use Permit for a new wireless communication facility to be incorporated into the existing Sage Creek Booster Pump building. Freestanding antennas and other communication towers are a land use permitted within the OR-1 Zoning District with the issuance of a Conditional Use Permit provided they serve a demonstrated community wide function and all reasonable measures are taken to mitigate the potential impact upon the open quality and character of the District.
3. The City Council finds that the wireless communication facility serves a demonstrated community wide function and, as conditioned, all reasonable measures have been taken to mitigate the potential impact upon the open quality and character of the District.
4. The wireless facility is located within 500 feet of residential structures. The City Council finds that the applicant has presented evidence demonstrating that there is no other feasible alternative to the proposed location that fulfils the coverage gap needs of the applicant's service area and is less impacting. Other sites investigated by the applicant were not functionally appropriate, were not available, or would involve more obtrusive equipment use. The wireless communication facility land use is appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district. The facility and site allow the applicant to complete the service network with the fewest possible facilities, in the least visible fashion, and with the least disruptive impact on the neighborhoods and the communities within the City. The facility is located within the Outdoor Recreation (OR-1) Zoning District as encouraged by Code Section 9-3K-4.
5. The use will be supported by adequate public facilities or services to the surrounding area and conditions can be established to mitigate adverse impacts. The facility will be incorporated onto

an existing utility pump house structure and electricity, water, and access are already present on site.

6. The use will not unreasonably diminish either the health, safety or welfare of the community. The proposed facility is incorporated into the design of an existing utility pump house structure for an existing water reservoir. No new grading or other site disturbance is required to construct the wireless facility and the relatively small size of the improvements and the distance to adjacent land uses will result in no negative health, safety or welfare impacts to the area.
7. The wireless communication facility land use is not in conflict with the Comprehensive Plan or other adopted plans, policies, or ordinances of the City. The facility complies with applicable maximum height limitations, employs all practical means to conceal or minimize the number of facilities and reduce their visual impact, uses the most diminutive technology and the smallest components necessary to provide service, and uses the most efficient technology to serve the City.

DECISION

Therefore, based upon the foregoing Findings of Fact and Conclusion of Law, the City Council hereby approves the Conditional Use Permit application for a new wireless communication facility to be added to the existing booster pump structure of the Sage Creek Water Reservoir facility, subject to the following conditions of approval:

1. This Conditional Use Permit is specific to Design Review applications #DR2007-060 and #DR2007-061. Any future modifications to the facility or its structural elements shall require City approval of a modification to this Conditional Use Permit.
2. In accordance with Code Section 9-3K-7C and to the satisfaction of the Community Development Director, the applicant shall submit an Operational Plan prior to the issuance of a Building Permit for the project with assurances that any security lighting, maintenance procedures, and maintenance and repair hours will remain in compliance with Code requirements throughout the lifespan of the facility.
3. Monitoring: Once the wireless communication facility is operating, the applicant shall submit documentation that the facility is operating within the technical standards as described in the application and the Federal Communications Commission permit. Independent field strength or power density measurements shall be provided to the City within 30 days of operational commencement. At five year intervals from the date when the City issues a building permit, the Applicant shall submit the following information, in writing, to the Community Development Director:
 - i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.
 - ii. Independent field strength or power density measurements taken within the past 30 days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.
 - iii. Confirmation that there is no equipment available that would enhance the safety, efficiency or visibility of the facility or reduce the size of the facility.
 - iv. Confirmation that there are not more appropriate locations available for the facility.
 - v. Confirmation that the facility continues to function as an essential element of the Applicant's network.

vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.

Failure to comply with these monitoring requirements will be addressed by the City pursuant to the regulations contained in Code Section 9-5B-2, Conditional Use.

4. Construction Time, Abandonment and Decommissioning: All wireless communication facilities which receive a Conditional Use Permit under Article 9-3K shall be completed and operational within 180 calendar days of the issuance of the permit and all related permits or licenses. The construction time may be extended for an additional 180 calendar days upon a showing of good faith efforts to complete the facility, which shall take into account complications beyond the control of Applicant, including seasonal considerations. If the facility is not completed and operational by the end of the extension period, then the permit shall expire, and the Applicant must reapply for the permit; however, this provision shall not apply when the Applicant demonstrates to the satisfaction of the Community Development Director that the operational delay is due entirely to factors beyond the control of the Applicant, in which event the Director may extend the construction time in his or her discretion. The Director reserves the right to consult with the Planning and Zoning Commission regarding any proposed extension. Any facility that ceases operating for more than 90 consecutive days shall be considered abandoned. In such an event the Applicant must either 1) apply for all permits required at the time of expiration to reactivate the operation, or 2) remove all elements of the facility and restore the site. In the event the Applicant fails to apply for permits or perform the removal and restoration within these 90 days, the property owner shall have the facility removed.

Dated this 21st day of February, 2008.

APPROVED:



Wayne Willich, Mayor
City of Sun Valley

Date Signed: 3/1/2008

ATTEST:



Kelly Ek, City Clerk
City of Sun Valley

DECISION

Therefore, based upon the foregoing Findings of Fact and Conclusion of Law, the Commission hereby denies the Conditional Use Permit application for a new wireless communication facility to be added to the existing booster pump structure of the Sage Creek Water Reservoir facility (Application No. CUP2007-04, Edge Wireless).

Dated this 13th day of December, 2007.

David Brown
Acting Chairperson
Sun Valley Planning and Zoning Commission

Date Findings of Fact signed _____

FINDINGS OF FACT AND CONCLUSIONS OF LAW
CITY OF SUN VALLEY
PLANNING AND ZONING COMMISSION
DESIGN REVIEW

Project Name: AT&T Sage Creek Wireless Facility Retrofit
Applicant: Nadine Bostwick of Powder River Development for AT&T
Location: Existing wireless facility at 100 Sage Creek Reservoir Road, on Sun Valley Water and Sewer District property above Crown Ranch.
Zoning District: Outdoor Recreational (OR-1) Zoning District

Project Square Footage: N/A; replacement of existing equipment at an existing wireless communication facility.

Project Description: In 2007, the City approved a Conditional Use Permit (No. CUP 2007-04) for a new wireless communication facility at the Sage Creek Reservoir and two associated design review applications (No. DR 2007-060 and DR 2007-061). The facility was constructed and has been in operation to date. The applicant now proposes a retrofit of the facility's equipment to include: 1.) replacement of the two existing antennas panels with new antenna panels on the existing 27-foot pole; 2.) add three small Remote Radio Head (RRH) antennas to the inside wall of the enclosed booster pump house entry way; 3.) add a new surge arrester to the existing H frame electrical panel; 4.) add two new lines of direct current (DC) electrical wiring within the existing structure; and, 5.) add two new lines of fiber optic, also in the existing structure. The existing four (4) inch pipe pole supporting the two antenna panels will be changed out with a new six (6) inch pipe pole to support the two new antenna panels at the same height. The project drawings stamped received by the City of Sun Valley on March 15, 2013 detail all proposed changes and alterations to the existing wireless facility. No new towers will be erected and no new wireless facilities will be added to the site by this project. No other development or construction is associated with this equipment modification proposal.

Required Findings: In order to approve a design review application and based on the standards set forth in Sun Valley Municipal Code, Title 9, Chapter 5B, Section 3 DESIGN REVIEW, the Planning & Zoning Commission shall make the following findings:

1. The proposed design is in conformance with the purpose of the zoning district and all dimensional regulations of that district. **The subject application does not propose any new structures or expanded development of the existing wireless communication facility. The existing tower will be retrofitted with replacement antennas and no new towers or structures will be added. The retrofit is therefore in conformance with all applicable requirements, standards, and use and dimensional regulations for the Outdoor Recreational (OR-1) Zoning District set forth in the Development Code and Zoning Map.**

2. The proposed design is in conformance with the standards for design review as set forth in Chapter 3A DESIGN REVIEW REGULATIONS of this Title. **The equipment retrofit project is consistent with the existing design and layout of the wireless facility and the surrounding Elkhorn Area. All existing surrounding right-of-ways, paths, drainage and other improvements in the area will remain unchanged. The new antenna panels and equipment will generally match the existing equipment on the tower and the ground level equipment improvements are minimal. Therefore, the retrofit project is in conformance with the standards for design review as set forth in Chapter 3A of the Development Code. No aspect of the new design for the wireless facility negatively impacts the general design, access or layout of the public utility site.**
3. The proposed design does not significantly impact the natural, scenic character and aesthetic value of hillsides, ridges, ridgelines, ridge tops, knolls, saddles, and summits in the City. **The site of the retrofit project is currently developed as a public utility water reservoir and wireless communication facility. The changes to the existing facility consist of replacement of antenna equipment that will not significantly change the visual impacts to and through the site. No significant natural features will be impacted by the new equipment and no new towers are included. The new site design does not include any new buildings or development expansion and therefore does not significantly increase visual impact on surrounding scenic conditions.**
4. The proposed design is in context and complimentary to adjacent properties. **The proposed retrofit is consistent with the original design of the wireless facility and the surrounding developed and open area. The proposed design is in context and complimentary to adjacent properties because no new structures or development are proposed and the retrofitted antenna will properly blend with the existing improvements. The project application was properly publicly noticed by: 1.) publication in the Mtn. Express on January 8, 2014; 2.) posting on the project site; 3.) mailing of notice to all property owners within a minimum 300 foot radius of the site; 4.) posting of notice in five prominent public places in the City, including Sun Valley City Hall, Sun Valley Post Office, Elkhorn Springs Store Post Office, St. Thomas Episcopal Church and the Elkhorn Fire Station; 5.) electronic notification to all parties who have notified the City of interest to receive agendas and notices; and, 6.) posting of the notice on the City's web site.**
5. The proposed design is compatible with the community character and scale of the neighborhood. **The retrofit project is consistent with the original design of the wireless facility and with surrounding existing conditions. The new replacement antenna panels will appear as if constructed as part of the original development project and will remain compatible with the community character and scale of the Elkhorn area. The existing wireless tower is located above Crown Ranch and the Juniper neighborhood in a relatively visible location. Replacement of the existing antenna panels on the tower pole will not significantly increase visual impact. No aspect of the new design negatively changes the scale, access or layout of the developed site.**
6. The proposed design adheres to standards for the protection of health, safety, and general welfare. **The subject application does not propose any activity or**

development that adversely affects public safety. Adequate emergency access presently serves the wireless facility and surrounding recreational area and no substantive changes to the site access will occur. No public comments were received as a result of the noticed public review and comment period and no public safety concerns were identified by the reviewing City Departments.

7. The proposed design is of quality architectural character and materials. **The proposed retrofit design is of quality architectural character and materials because the existing facility will be upgraded with new equipment but no significant bulk and mass will be added. The general appearance and operation of the wireless facility will remain generally unchanged and will remain consistent with the original design concept.**
8. The use is not in conflict with the Comprehensive Plan or other adopted plans, policies, or ordinances of the City. **The subject application for a retrofit of an existing wireless tower is in conformance with the City's Comprehensive Plan and the goals and policies of the City because the site will be upgraded but remain largely unchanged in land use, layout, or site development. No new buildings, development, or land uses are included as part of this retrofit project.**

CONCLUSIONS OF LAW

That this project does meet the standards for approval under Title 9, Chapter 3A (Design Review Regulations), of the City of Sun Valley Municipal Code provided the below conditions of approval are met. Design review approval shall expire 365 days from the date of approval, unless extended as per Municipal Code Section 9-5A-8.

CONDITIONS OF APPROVAL

1. **The applicant and their representatives shall comply with all IBC, IFC and applicable City ordinances.**
2. **This Design Review approval is good for one year from the date of approval, unless extended pursuant to Sun Valley Municipal Code Section 9-5A-8.**
3. **Any requirements and/or approvals of private associations or other entities are the sole responsibility of the property owner.**
4. **Any permits issued during the 10-day appeal period provided for under section 9-3A-4 may be subject to a stop work order in the event of an appeal. Any work commenced during the appeal period shall be at the applicant's own risk.**
5. **The subject Design Review Application shall be specific to the project drawings (19 sheets) stamped received by the City on March 15, 2013 and approved by the Planning & Zoning Commission on January 23, 2014. Any changes or modifications to the approved design shall be reviewed by the Community Development Department pursuant to Code Section 9-5A-10, Substantial Conformance.**
6. **No exterior lighting is proposed or approved as part of this equipment upgrade project at an existing wireless facility. Any existing exterior lighting shall be brought into or remain in compliance with the City's Exterior Lighting Ordinance to the satisfaction of the Community**

- Development Director. If applicable, all exterior lighting at the facility shall be fully shielded downcast exterior lighting fixtures compliant and shall be subject to inspection for compliance prior to final inspection for the project.**
- 7. This Design Review approval is specific to Conditional Use Permit Application No. CUP 2007-04 and Design Review Applications No. DR 2007-060 and 2007-061, and shall not be modified without official approval by the City.**
 - 8. In accordance with Condition of Approval No. 2 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall submit a new Operational Plan for the project prior to the issuance of building permits by the City or the State of Idaho with assurances that any security lighting, maintenance procedures, and maintenance and repair hours will remain in compliance with Code requirements throughout the lifespan of the facility.**
 - 9. In accordance with Condition of Approval No. 3 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall comply with the following: Monitoring- Once the retrofitted wireless communication facility is operating, the applicant shall submit documentation that the facility is operating within the technical standards as described in the application and the Federal Communications Commission permit. Independent field strength or power density measurements shall be provided to the City within 30 days of operational commencement. At five year intervals from the date when the City issues a building permit, the Applicant shall submit the following information, in writing, to the Community Development Director:**
 - i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.**
 - ii. Independent field strength or power density measurements taken within the past 30 days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.**
 - iii. Confirmation that there is no equipment available that would enhance the safety, efficiency or visibility of the facility or reduce the size of the facility.**
 - iv. Confirmation that there are not more appropriate locations available for the facility.**
 - v. Confirmation that the facility continues to function as an essential element of the Applicant's network.**
 - vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.**
- Failure to comply with these monitoring requirements will be addressed by the City pursuant to the regulations contained in Code Section 9-5B-2, Conditional Use.**
- 10. In accordance with Condition of Approval No. 4 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall comply with the**

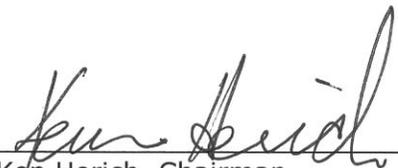
following: Construction Time, Abandonment and Decommissioning- All wireless communication facilities which receive a Conditional Use Permit under Article 9-3K shall be completed and operational within 180 calendar days of the issuance of the permit and all related permits or licenses. The construction time may be extended for an additional 180 calendar days upon a showing of good faith efforts to complete the facility, which shall take into account complications beyond the control of Applicant, including seasonal considerations. If the facility is not completed and operational by the end of the extension period, then the permit shall expire, and the Applicant must reapply for the permit; however, this provision shall not apply when the Applicant demonstrates to the satisfaction of the Community Development Director that the operational delay is due entirely to factors beyond the control of the Applicant, in which event the Director may extend the construction time in his or her discretion. The Director reserves the right to consult with the Planning and Zoning Commission regarding any proposed extension. Any facility that ceases operating for more than 90 consecutive days shall be considered abandoned. In such an event the Applicant must either 1) apply for all permits required at the time of expiration to reactivate the operation, or 2) remove all elements of the facility and restore the site. In the event the Applicant fails to apply for permits or perform the removal and restoration within these 90 days, the property owner shall have the facility removed.

- 11. The applicant shall work with the Sun Valley Water and Sewer District (SVW&SD) and the Community Development Director of the City of Sun Valley to produce a Landscape Screening Plan for City review and approval prior to any modifications to the wireless communication site. The Landscape Screening Plan design shall consist of trees placed in locations consistent with the directive of the City Council in 2007 as part of the associated Conditional Use Permit (CUP 2007-04) and Design Reviews (DR 2007-060 and -061). A permanent water source shall be provided and the trees shall be properly maintained as part of the wireless communication facility.**

DECISION

Therefore, the Sun Valley Planning and Zoning Commission approves this Design Review Application No. DR 2013-18.

Dated this 23rd day of January, 2014.



Ken Herich, Chairman
Planning and Zoning Commission
City of Sun Valley

Date Findings of Fact signed 2/5/2014



BUSCHLAWFIRMPLLC
WWW.WIRELESSCOUNSEL.COM

July 6, 2015

Mr. Jae Hill
Community Development Director
City of Sun Valley
81 Elkhorn Road
P.O. Box 416
Sun Valley, ID 83353

Re: Conditional Use Permit – Sage Creek Application - #CUP2007-04

Dear Jae:

Thank you again for speaking with me in early June regarding the request that AT&T Mobility (“**AT&T**”) submit a new application for the above referenced Conditional Use Permit. As discussed, our firm is outside legal counsel for AT&T and we are in receipt of a letter that the City of Sun Valley received from Ned C. Williamson, attorney for Irwin and Ann Sentilles, dated November 4, 2014, regarding AT&T’s wireless communications facility located at the pump booster station structure adjacent to the SVW&SD Sage Creek Reservoir (the “**Facility**”).

It is our understanding that Mr. Williamson’s letter prompted Interim Community Development Director, John Gaeddert, to examine the Conditional Use Permit that was granted to AT&T’s predecessor, Edge Wireless, on March 1, 2008 (the “**2008 CUP**”). Mr. Gaeddert, acting in good faith and with the intent to resolve the claims stated in Mr. Williamson’s letter, believed that a new Conditional Use Permit (“**CUP**”) would be required. His explanation for requiring a new CUP was out of concern that the 2008 CUP may have expired and that AT&T had not obtained an effective modification of the 2008 CUP when the modifications to the Facility were made in 2014 (“**2014 Modifications**”). He suggested that a new CUP would rectify the purported failure to obtain a proper modification to the 2008 CUP and also assist in satisfying the claims made by the frustrated homeowners, Irwin and Ann Sentilles, but he did not cite any supporting code authority when making these conclusions. After an examination of the 2008 CUP and Mr. Williamson’s letter against the applicable code provisions from Sun Valley’s City Code (the “**Code**”), we conclude that a new CUP is not required under the Code.

Mr. Gaeddert asserted that a new CUP would be required if the 2008 CUP had expired. The terms of the 2008 CUP do not set forth a stated date of expiration, and the Code does not otherwise provide a blanket expiration date for all CUPs. In addition, while the third condition of approval requires a compliance review submittal every five

SEATTLE

LOS ANGELES

DENVER

PORTLAND

BEND

July 6, 2015

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years, there is no code provision or CUP language that would automatically revoke the permit for failure to comply with this condition of approval. Further, no revocation proceedings for the 2008 CUP were ever initiated by the City. Although AT&T acknowledges that the required information under Condition 3 was not submitted in 2013 as required, to assure continuity of service and to maintain the existing AT&T network, we attach the required written Condition 3 submittal, which submittal brings AT&T into compliance with all conditions of approval from the 2008 CUP. In addition, AT&T is also in compliance with the governing documents of the Sun Valley Elkhorn Association, as indicated in the attached letter dated November 5, 2014, which letter states that the completed project is in substantial compliance with the submitted plans, including the tree planting / irrigation and repainting of the antennas. Given this, the permit is and has remained valid since it was issued in 2008, and AT&T continues to be in compliance with all governing rules and regulations.

Mr. Gaeddert also questioned whether the approval of AT&T's 2014 Modifications to the Facility was an appropriate modification of the 2008 CUP under the first condition of approval. This first condition of approval clearly states that the 2008 CUP is specific to the related Design Review Approval and requires "City approval of a modification to this Conditional Use Permit". Neither the code nor the 2008 CUP set forth a required process for City approval of modifications to a CUP. As a result, AT&T submits that the very comprehensive 2014 design review approval of AT&T's 2014 Modifications was sufficient to comply with the first condition of the 2008 CUP. The Sentilles' claim that staff acted improperly or contrary to the conditions of the 2008 CUP or that the 2008 CUP was not properly modified is simply not accurate. On the contrary, staff thoroughly reviewed AT&T's proposed modifications and made detailed findings that each of the modifications satisfied the design review criteria set forth in the Code. This thorough review of the modifications and the conclusion that the modifications would cause minimal impact to the surrounding area are sufficient to satisfy the conditions of the 2008 CUP.

There are also overarching federal law considerations validating the 2014 Modifications. Under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 ("**Section 6409**"), the 2014 Modifications are proper because certain modifications are permitted outright if there is no substantial change to an existing wireless facility. The 2014 Modifications included the replacement of a four-inch wide mounting pipe with a six-inch wide mounting pipe, the replacement of the two existing antennas on the pipe, and the installation of additional equipment within AT&T's equipment enclosure. Section 6409 **requires** a jurisdiction to approve any modification to existing wireless facilities that does not "substantially change" the physical dimensions of the wireless facility. (A copy of the new federal rule is enclosed with this letter for your

July 6, 2015
Page 3

review.)¹ Based on the FCC guidelines, the 2014 Modifications to the Facility were not considered a substantial change and the City would have no discretion to deny the modification request were it to be resubmitted.

It should also be noted that the Code is consistent with Section 6409. Section 9-3K-7C-3(c) of the Code provides that any equipment change-out and overhaul may occur any time with 30 days' notice so the City may inform individuals within 300 feet of the wireless facility. The 2014 Modifications described above clearly fall within the parameters of an "equipment change-out," and there is no Code requirement for any additional land use approval for such modifications.

Finally, the letter from the Sentilles' counsel amounts to a time barred appeal under existing Code. Section 9-5A-9, requires that any interested party within 300-feet of the exterior boundary of the property appeal any decision within 10 days. The effective date of the 2014 Modification Approval was June 2, 2014. The Sentilles did not file a timely appeal within the requisite 10-day period. Therefore, the written objection to the Facility dated November 4, 2014, is time barred under the code.

Thank you again for agreeing to review AT&T's position on the application for a new CUP. Please also extend our gratitude to Mr. Gaeddert for being open to our position and for speaking with us prior to you assuming your new role. Please let me know if there is anything else needed to process the enclosed compliance submittal. We look forward to your review and response.

Regards,



Victoria Davis Chenault

Enclosures

¹ Earlier this year, the Federal Communications Commission ("FCC") published a new federal rule (which is codified at 47 C.F.R. § 1.40001) that defines a "substantial change." as increasing the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. The new federal rule is consistent with the FCC guidelines that were in place in 2014 when the 2014 Modifications were reviewed by the City.

Attachment 1

Compliance Review Pursuant to Condition of Approval No. 3 from 2008 CUP

Monitoring: At five (5) year intervals from the date when the city issues a building permit, the Applicant shall submit the following information to the Community Development Director:

- i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.

After review of the 2008 CUP approval, the approval of the 2014 Modifications, and all applicable provisions of the Code, and as described in the forgoing letter, AT&T confirmed that it continues to operate with in compliance with all terms and conditions of approval by the City.

- ii. Independent field strength or power density measurements taken within the past 30-days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.

As of the date of this letter, AT&T initiated ordering of the Power Density Study and expects a final report within four to six weeks. AT&T will provide the results of the study to the City as soon as they are received.

- iii. Confirmation that there is no equipment available that would enhance the safety, efficiency, or visibility of the facility or reduce the size of the facility.

Safety: According to AT&T's Radio Frequency Engineers ("RF Engineers"), the facility continues to operate safely within all FCC guidelines and in accordance with industry standards.

Efficiency: The Facility is as efficient as possible given the design restrictions, and operates with the most current technology. The Facility was originally constructed with "2G" radio frequency technology. The Facility was subsequently updated to accommodate more advanced and efficient "3G" and "4G" technologies. All the older 2G equipment will be removed by 2017 to further enhance efficiency.

Visibility: The ground equipment is currently configured with the minimum amount of equipment that allows the proper function of the Facility. All equipment is within the existing pump house to provide maximum visual concealment.

The antenna technology at the Facility is consolidated into two panel antennas to

minimize the visual impact. The industry standard is to have a dedicated panel antenna for each technology (i.e. four antennas per sector). Although the consolidated antennas do not provide optimal efficiency and capacity, AT&T agreed to utilize the consolidated antenna system so that service could be provided to a location where it would not otherwise be available. In addition, the Facility is not configured with any future expansion and only possesses enough equipment to support daily usage in the area.

iv. Confirmation that there are not more appropriate locations for the Facility.

On June 12, 2015, the RF Engineers completed a site walk of the Facility and surrounding area. They examined all alternative locations, developed and undeveloped, within a technically feasible radius of approximately 2 miles. The RF Engineers concluded that there were no other locations that could accommodate AT&T's service needs. The following is a list of those alternative locations that were examined.

- Top of Bald Mountain – AT&T is currently operating from this location. This was the primary location to provide coverage to Elkhorn prior to AT&T constructing the Elkhorn reservoir location. This site provided marginal outdoor coverage and poor in building coverage in Elkhorn, thereby prompting the need for an additional facility in the area.*
- Dollar Mountain - AT&T is currently operating a site from this location. There are two towers on Dollar Mountain. AT&T is located on the lower of the two towers. This location is blocked by terrain, which terrain prevents AT&T from providing coverage to the Elkhorn location.*
- Verizon Wireless facility East of Elkhorn approximately 2 miles – This location was evaluated by AT&T when AT&T originally examined the area for possible locations of the current Facility. This location would have not offered a significant improvement to the network or filled the gaps in coverage.*
- Sun Valley City Fire Department - This location was evaluated by AT&T when AT&T originally examined the area for possible locations of the current Facility. However, the elevated terrain surrounding the fire station limits the potential coverage and therefore did not meet AT&T's coverage needs.*

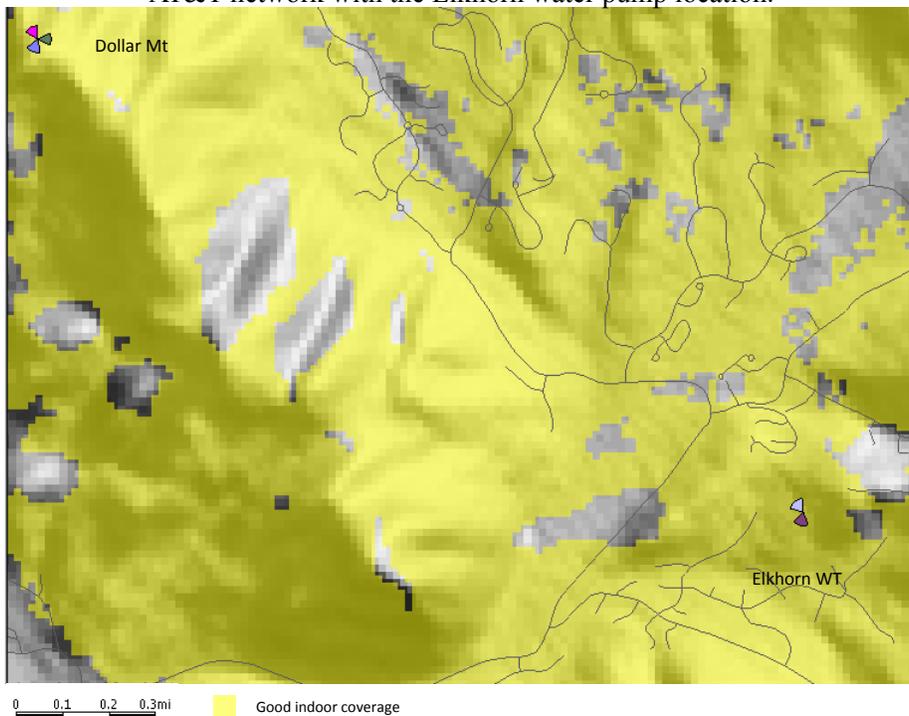
The RF Engineers also examined the possibility of deploying a new facility or utilizing an existing facility at the locations listed below, but determined that the locations would not provide adequate coverage to Elkhorn due to terrain or other concerns:

- Top of old the Flying Squirrel Ski Run*
- Site near the animal shelter, Clear Creek Disposal*
- River Run Lodge*
- Down Town Ketchum - 333 South Main.*
- Sun Valley Lodge*
- Sun Valley Club House*

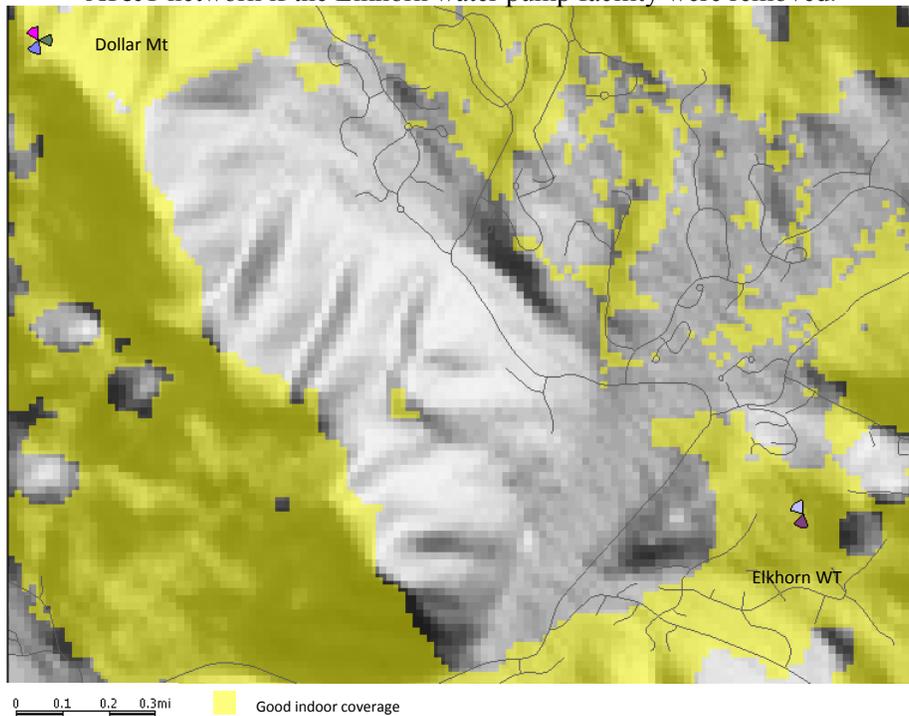
- v. Confirmation that the facility continues to function as an essential element of the Applicant's network.

The RF Engineers confirmed that the Facility continues to function as an essential element of AT&T's network in the Sun Valley area by providing coverage to the Elkhorn community that could not otherwise be offered by any other location. Please refer to the coverage maps below as an indication of the gap in coverage that would result if the Facility were to be removed.

AT&T network with the Elkhorn water pump location.



AT&T network if the Elkhorn water pump facility were removed.



vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.

To the best of AT&T's knowledge, AT&T has received no other complaints aside from the letter received from the City from Ned C. Williamson, attorney for Irwin and Ann Sentilles, dated November 4, 2014. AT&T has addressed the complaints set forth in the letter from Mr. Williamson in the foregoing letter and is providing all required information to comply with Condition 3.

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Attachment 2

Letter From Sun Valley Elkhorn Association, Inc.



ELKHORN
IN SUN VALLEY

July 2, 2015

Nadine Bostwick
Powder River Development Services LLC
219 S Wooddale Ave
Eagle, ID 83616

Sent via email: Nadine.bostwock@powderriverdev.com; pat@svwsd.com

RE: ATT antennae project at 100 Sage Creek Reservoir Road

Dear Nadine and Pat:

On June 2nd, 2014 you received the Architectural Design Committee conditional approval for the ATT antennae project at 100 Sage Creek Reservoir Road. The SVEA governing documents require that the final inspection must take place within one year. We visited the site for the final approval inspection on November 5th, 2014 and found the completed project to be in substantial compliance with the submitted plans. Thank you for completing the tree planting / irrigation and repainting of the antennae.

Your completion deposit in the amount of \$1,000 is being processed by accounting and will be mailed via USPS.

Please don't hesitate to call if you have questions or concerns.

Sincerely,

Paul Exline

Paul Exline
ADC Manager
Sun Valley Elkhorn Association, Inc.

/SVSWD

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Attachment 3

The FCC Rule Regarding Section 6409

(iii) Comparable equipment from pre-existing wireless deployments on the structure;

(3) The deployment will involve no new ground disturbance; and

(4) The deployment would otherwise require the preparation of an EA under paragraph (a)(4)(i) of this section solely because of the age of the structure; or

(B) The mounting of antennas (including associated equipment such as wiring, cabling, cabinets, or backup-power) on buildings or other non-tower structures where the deployment meets the following conditions:

(1) There is an existing antenna on the building or structure;

(2) One of the following criteria is met:

(i) *Non-Visible Antennas.* The new antenna is not visible from any adjacent streets or surrounding public spaces and is added in the same vicinity as a pre-existing antenna;

(ii) *Visible Replacement Antennas.* The new antenna is visible from adjacent streets or surrounding public spaces, provided that

(A) It is a replacement for a pre-existing antenna,

(B) The new antenna will be located in the same vicinity as the pre-existing antenna,

(C) The new antenna will be visible only from adjacent streets and surrounding public spaces that also afford views of the pre-existing antenna,

(D) The new antenna is not more than 3 feet larger in height or width (including all protuberances) than the pre-existing antenna, and

(E) No new equipment cabinets are visible from the adjacent streets or surrounding public spaces; or

(iii) *Other Visible Antennas.* The new antenna is visible from adjacent streets or surrounding public spaces, provided that

(A) It is located in the same vicinity as a pre-existing antenna,

(B) The new antenna will be visible only from adjacent streets and surrounding public spaces that also afford views of the pre-existing antenna,

(C) The pre-existing antenna was not deployed pursuant to the exclusion in this subsection

(§ 1.1307(a)(4)(ii)(B)(2)(iii)),

(D) The new antenna is not more than three feet larger in height or width (including all protuberances) than the pre-existing antenna, and

(E) No new equipment cabinets are visible from the adjacent streets or surrounding public spaces;

(3) The new antenna complies with all zoning conditions and historic preservation conditions applicable to existing antennas in the same vicinity

that directly mitigate or prevent effects, such as camouflage or concealment requirements;

(4) The deployment of the new antenna involves no new ground disturbance; and

(5) The deployment would otherwise require the preparation of an EA under paragraph (a)(4) of this section solely because of the age of the structure.

Note to paragraph (a)(4)(ii): A non-visible new antenna is in the "same vicinity" as a pre-existing antenna if it will be collocated on the same rooftop, façade or other surface. A visible new antenna is in the "same vicinity" as a pre-existing antenna if it is on the same rooftop, façade, or other surface and the centerpoint of the new antenna is within ten feet of the centerpoint of the pre-existing antenna. A deployment causes no new ground disturbance when the depth and width of previous disturbance exceeds the proposed construction depth and width by at least two feet.

* * * * *

■ 4. Add Subpart CC to part 1 to read as follows:

Subpart CC—State and Local Review of Applications for Wireless Service Facility Modification

§ 1.40001 Wireless Facility Modifications.

(a) *Purpose.* These rules implement section 6409 of the Spectrum Act (codified at 47 U.S.C. 1455), which requires a State or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.

(b) *Definitions.* Terms used in this section have the following meanings.

(1) *Base station.* A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)–(ii) of this section.

(2) *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

(3) *Eligible facilities request.* Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(i) Collocation of new transmission equipment;

(ii) Removal of transmission equipment; or

(iii) Replacement of transmission equipment.

(4) *Eligible support structure.* Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section.

(5) *Existing.* A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(6) *Site.* For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(7) *Substantial change.* A modification substantially changes the physical dimensions of an eligible

support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

(8) *Transmission equipment.* Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(9) *Tower.* Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(c) *Review of applications.* A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) *Documentation requirement for review.* When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) *Timeframe for review.* Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) *Tolling of the timeframe for review.* The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The timeframe for review is not tolled by a

moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) *Failure to act.* In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) *Remedies.* Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

PART 17—CONSTRUCTION, MARKING, AND LIGHTING OF ANTENNA STRUCTURES

■ 5. The authority citation for part 17 continues to read as follows:

Authority: Sections 4, 303, 48 Stat. 1066, 1082, as amended; 47 U.S.C. 154, 303. Interpret or apply sections 301, 309, 48 Stat. 1081, 1085 as amended; 47 U.S.C. 301, 309.

■ 6. Amend § 17.4 by revising paragraphs (c)(1)(v) and (c)(1)(vi), and adding paragraph (c)(1)(vii) to read as follows:

§ 17.4 Antenna structure registration.

* * * * *

(c) * * *

(1) * * *

(v) For any other change that does not alter the physical structure, lighting, or geographic location of an existing structure;

(vi) For construction, modification, or replacement of an antenna structure on Federal land where another Federal agency has assumed responsibility for evaluating the potentially significant environmental effect of the proposed antenna structure on the quality of the human environment and for invoking any required environmental impact statement process, or for any other

structure where another Federal agency has assumed such responsibilities pursuant to a written agreement with the Commission (see § 1.1311(e) of this chapter); or

(vii) For the construction or deployment of an antenna structure that will:

(A) Be in place for no more than 60 days,

(B) Requires notice of construction to the FAA,

(C) Does not require marking or lighting under FAA regulations,

(D) Will be less than 200 feet in height above ground level, and

(E) Will either involve no excavation or involve excavation only where the depth of previous disturbance exceeds the proposed construction depth (excluding footings and other anchoring mechanisms) by at least two feet. An applicant that relies on this exception must wait 30 days after removal of the antenna structure before relying on this exception to deploy another antenna structure covering substantially the same service area.

* * * * *

[FR Doc. 2014-28897 Filed 1-7-15; 8:45 am]

BILLING CODE 6712-01-P



WATERFORD
COMPLIANCE...FROM START TO SIGNAL

On-Site Radio Frequency Safety Survey Report (RFSSR) Prepared For:



Site Name: Elkhorn
FA#: 10130455
USID: 100574
Site ID: 451P4265
Address: 100 Sage Creek Reservoir Road
Sun Valley, ID 83353
County: Blaine
Latitude: 43.6681389
Longitude: -114.3163889

Additional Site Information



Property Owner: N/A
Property Owner Contact: N/A
M-RFSC Name: Luke Wang
Site Structure Type: Building Sidemount
Site Access Restriction: Locked
Access Control: Park at the nearby access point.
The site can be accessed by foot.

Report Information

Survey Technician: Brent Hart
Report Writer: Bob Livelsberger
Meter Model/Serial: NBM 550 / E-1063
Calibration Date: March 15, 2014
Site Survey Date: September 18, 2015 at 9:30 AM
Report Generated Date: October 5, 2015
Probe Model/Serial: EA-5091 / 01105
Calibration Date: March 15, 2014

Compliance Statement

AT&T Mobility Compliance Statement: is Compliant with FCC Rules and Regulations.



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Site Name: Elkhorn
Site FA: 10130455

1 General Summary

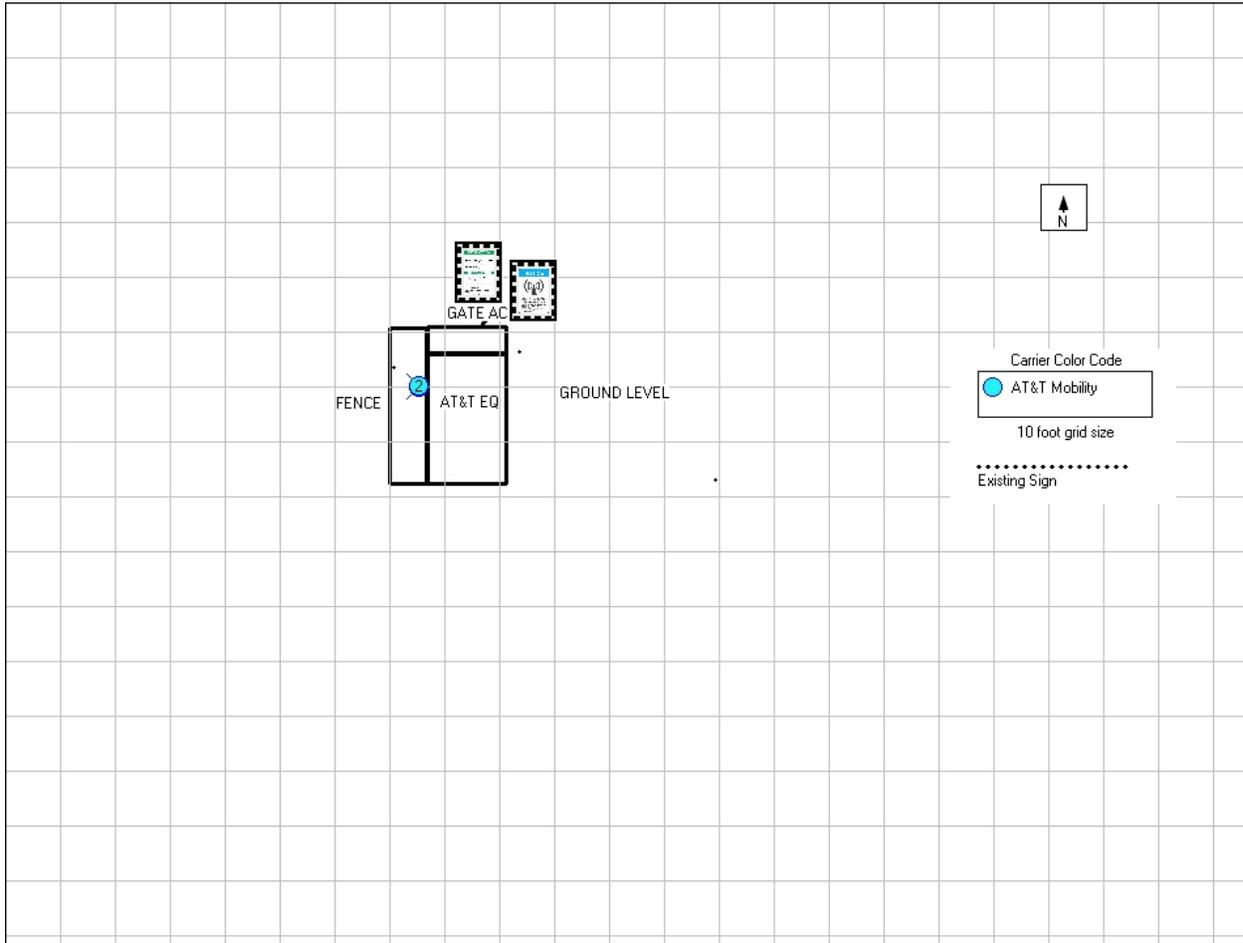
1.1 Site Summary

Existing RF Sign(s) at Access Point(s)	Info 1/Notice
Existing RF Sign(s) at AT&T Mobility Sectors	Alpha: None Beta: None Gamma: None
Existing Barriers at AT&T Mobility Sectors	None
Existing RF Signs at Other Carrier Sectors	None
Existing RF Barriers at Other Carrier Sectors	None
Max Measured Spatial Average MPE% & Location on Roof (General Public)	N/A
Max Predictive Spatial Average MPE% & Location on Roof (General Public)	1012.0034% in front of AT&T Mobility Alpha Sector Antenna #1
Max Measured Spatial Average MPE% & Location at Ground (General Public)	2.05% MPE
Max Predictive Spatial Average MPE% & Location at Ground (General Public)	3.8511% MPE
Overall Site Compliance	Yes

1.2 Climate Conditions at Time of On-Site Audit

Temperature: 44°F
 Sky Conditions: Partly Cloudy
 Wind Factor: Calm
 Precipitation: None

2 Site Scale Map



Existing Signs Only (All Carriers)

3 Antenna Inventory

Ant #	Operator	Antenna Make	Antenna Model	Type	Frequency (MHz)	Az (deg)	Horizontal Beam width (deg)	Ant (ft)	Antenna Gain (dBd)	GSM Radios	LTE Radios	UMTS Radios	Total ERP (watts)	Mech. DT (deg)	X (ft)	Y (ft)	Z Bottom Tip Ground Level (ft)
1	AT&T Mobility	KATHREIN	80010692V01 01DT	Panel	700	320	70	8.6	14.03		1		708	0	72	9	21.8
1	AT&T Mobility	KATHREIN	80010692V01 00DT	Panel	1900	320	61	8.6	14.44	1			787	0	72	9	21.8
1	AT&T Mobility	KATHREIN	80010692V01 00DT	Panel	1900	320	61	8.6	14.44			2	1037	0	72	9	21.8
2	AT&T Mobility	KATHREIN	80010692V01 05DT	Panel	700	190	70	8.6	14.13		1		776	0	72	9	21.8
2	AT&T Mobility	KATHREIN	80010692V01 00DT	Panel	1900	190	61	8.6	14.44	1			787	0	72	9	21.8
2	AT&T Mobility	KATHREIN	80010692V01 00DT	Panel	1900	190	61	8.6	14.44			2	1037	0	72	9	21.8

Note: Waterford Consultants has assumed transmission parameters for Unknown RF emitters based on similar installations found at other radio communications sites. Generic antenna models have been used where existing antenna part numbers or radiation patterns are not available. The frequencies presented in this table may have been assumed in order to represent the approximate band of operation and to support a worst-case calculation of power density.



4 Site Photographs



Access



AT&T Mobility Alpha and Beta Sector Antennas #1 through #2



AT&T Mobility Alpha and Beta Sector Antennas #1 through #2



Site Overview Northeast Facing Southeast



Site Name: Elkhorn
Site FA: 10130455



Site Overview Northeast Facing Southwest



Site Overview Northeast Facing West



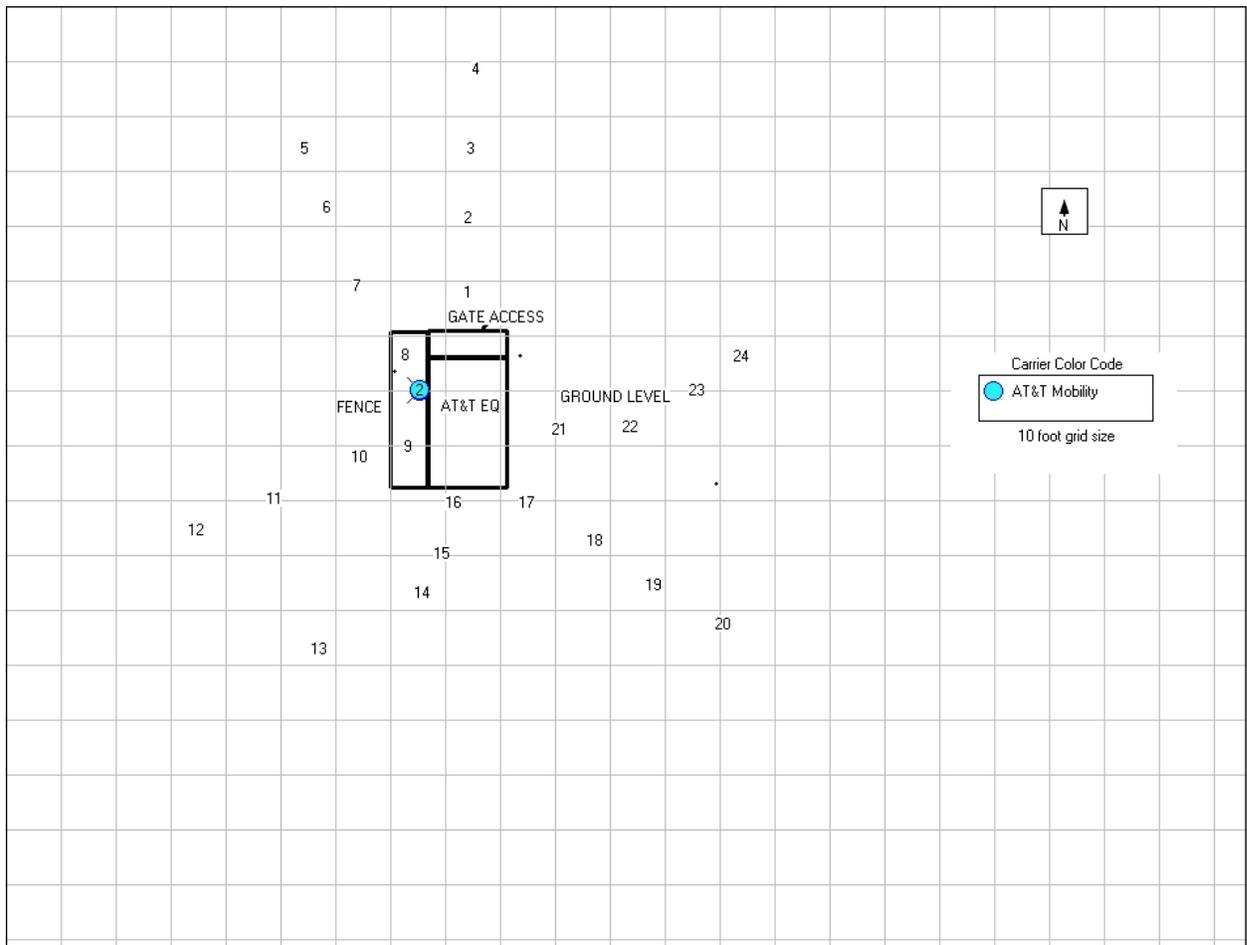
Site Overview Northwest Facing East



5 Emission Measurements and Discussion

5.1 On-Site Measurements

The site was surveyed at approximately 9:30 AM on September 18, 2015. Radiation meter and probe were used to record power density levels. The field technician physically walked all accessible areas of the site, including areas, where accessible and applicable, around the antenna mounts. Measurements procedures are consistent with FCC and Narda procedures, regarding the location of the probe to the RF source and making slow sweeping motions over the area a person would occupy.



The above site map shows the measurement locations



Measurement Readings are Spatial Average and Maximum as MPE % of the General Public Limits

Loc#	Site Reading		Loc#	Site Reading	
	Avg	Max		Avg	Max
1	0.28%	0.58%	2	0.12%	0.54%
3	0.33%	1.61%	4	0.43%	2.20%
5	0.54%	2.25%	6	0.52%	4.03%
7	2.05%	4.93%	8	1.60%	4.51%
9	1.77%	4.85%	10	1.40%	4.80%
11	1.35%	4.51%	12	1.30%	3.51%
13	1.35%	3.53%	14	1.30%	3.51%
15	1.02%	3.29%	16	0.88%	3.54%
17	0.87%	3.27%	18	0.93%	3.47%
19	0.96%	2.75%	20	1.01%	2.65%
21	1.61%	4.29%	22	1.51%	3.46%
23	1.41%	3.31%	24	1.36%	3.15%

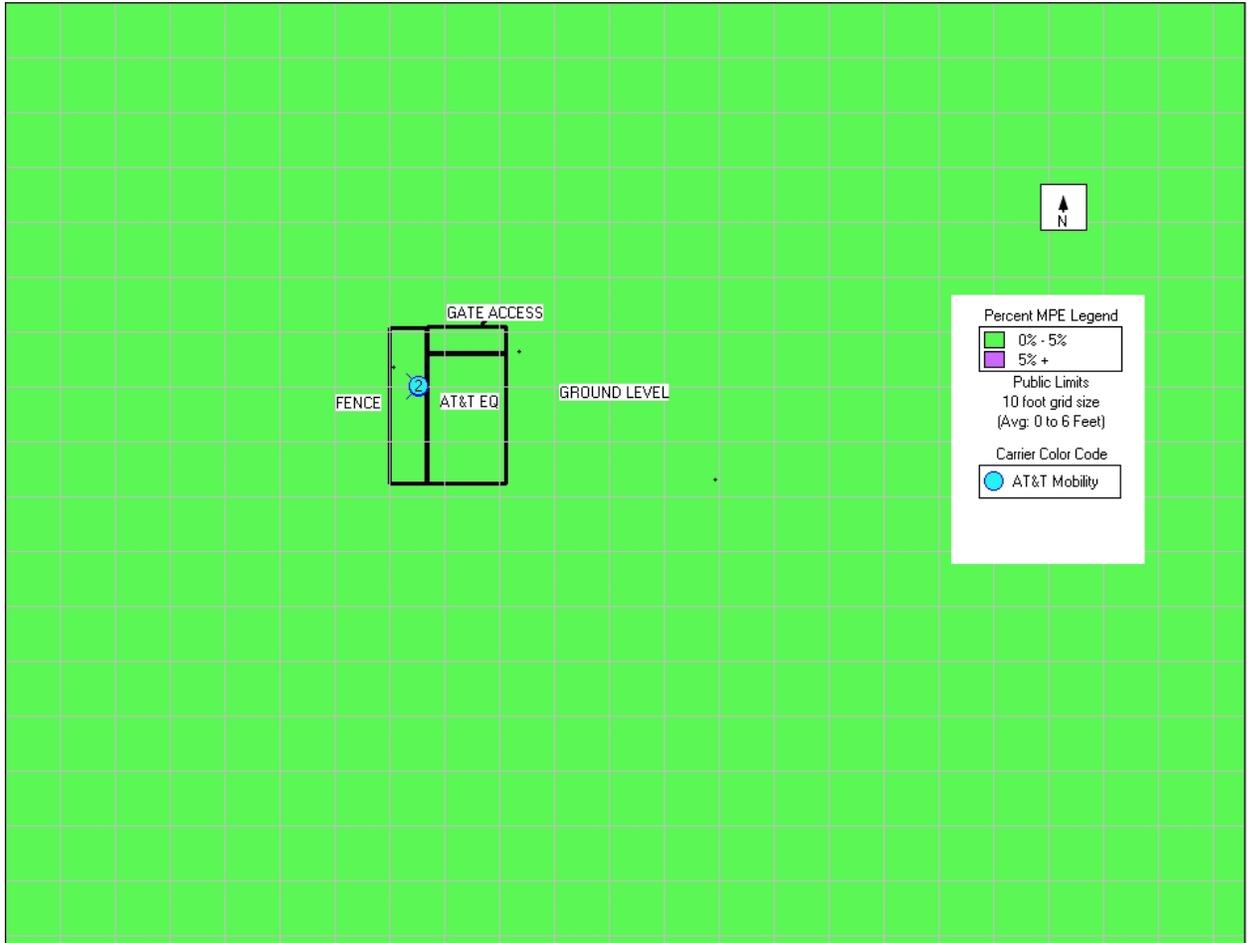


5.2 Predicted Emission Levels and Discussion

The following plots show the spatial average predicted power density levels in the reference plane indicated as a percentage of the General Public Limits. Please note that 100% of the General Public Limits corresponds to 20% of the Occupational Limits.

The reference plane for the plot is the roof level, as indicated in the caption. For example, "Avg 10 to 16 Feet" refers to the spatial average predicted power density level between 10 and 16 feet above the main level. Plots are produced for each accessible level. Levels that are not accessible will not be shown. Only accessible areas in a plot are relevant. Areas not accessible or in free space, off the edge of a roof or equipment penthouse, do not affect compliance.

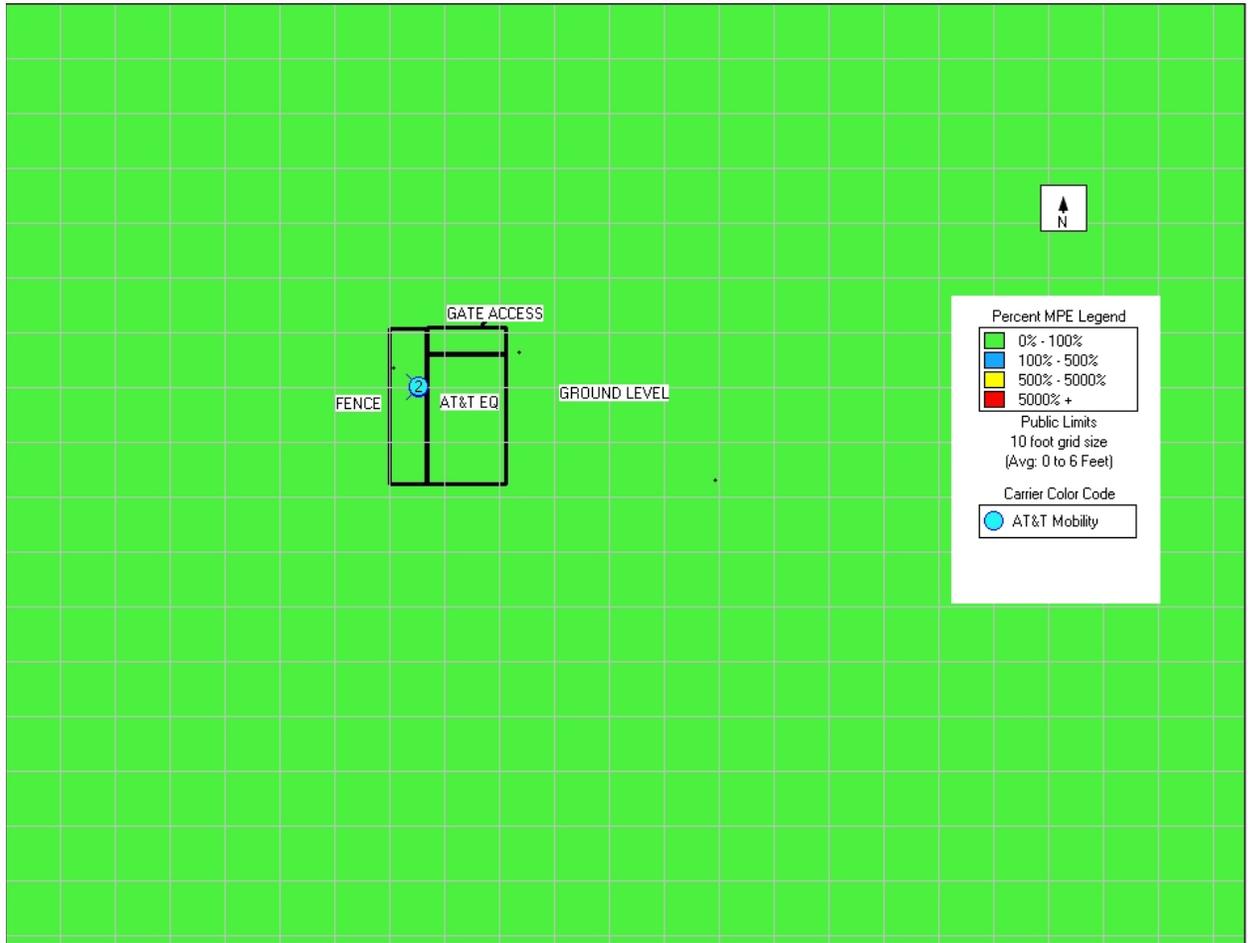
5.2.1 Predictive AT&T Mobility's RF Contribution Only on the Site



The reference plane for the plot is the ground level.



Site Name: Elkhorn
Site FA: 10130455



The reference plane for the plot is the ground level.



6 Statement of Compliance

6.1 Statement of AT&T Mobility Compliance

At the time of our audit, AT&T Mobility is in **compliance** with the FCC's OET Rules and Regulations. No action is required.

6.2 Recommendations

No actions required at this time



Site Name: Elkhorn
Site FA: 10130455

7 Fall Arrest & Parapet Information

Parapet Available	No
Parapet Height (Inches)	N/A
Fall Arrest Anchor Available	No

8 Appendix A

8.1 Technical Framework

The FCC requires licensees to ensure that persons are not exposed to radiofrequency electromagnetic energy power densities in excess of the applicable MPE (Maximum Permissible Exposure) limits. These rules apply to both Occupational Personnel and the General Population. Applicable FCC rules are found at 47 C.F.R. § § 1.1307(b)(3) and 1.1310. The FCC rules define two tiers of permissible exposure differentiated by the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure.

General Population / uncontrolled exposure limits apply to those situations in which persons may not be aware of the presence of electromagnetic energy, where exposure is not employment-related, or where persons cannot exercise control over their exposure.

Occupational / controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment, have been made fully aware of the potential for exposure, and can exercise control over their exposure.

Maximum Permissible Exposure (“MPE”) is defined in OET 65 as being 100% of the exposure limits for the situation or tier of permissible exposure. These limits are listed as follows:

Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time |E|², |H|² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.5	0.163	1.0	6
300-1500	--		f/300	6
1500-100,000	--		5	6

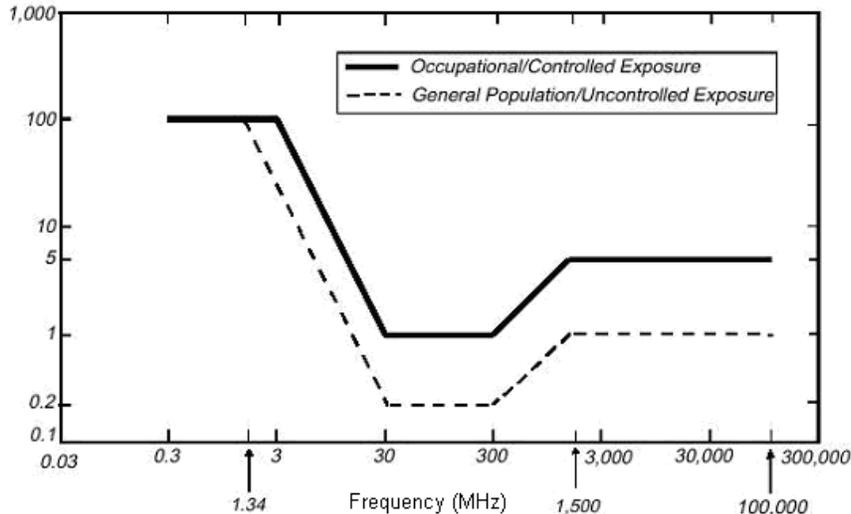
Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time |E|², |H|² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	842/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--		f/1500	30
1500-100,000	--		1.0	30



f = frequency in MHz

*Plane-wave equivalent power density



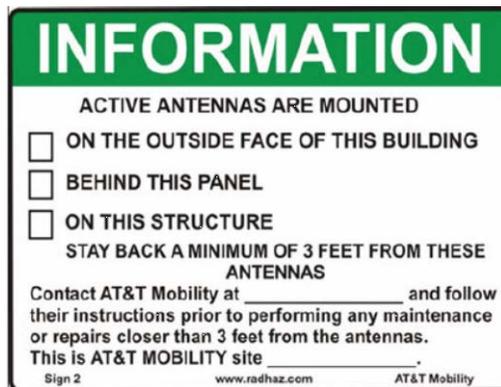
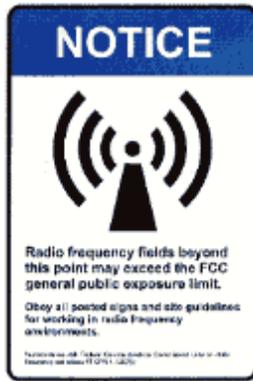
FCC Limits for Maximum Permissible Exposure (MPE)
 Plane-wave Equivalent Power Density

For any area in excess of 100% General Population MPE, access controls with appropriate RF alerting signage must be put in place and maintained to restrict access to authorized personnel. Subject to other site security requirements, Occupational Personnel trained in RF safety and equipped with personal protective equipment designed for safe work in the vicinity of RF may be granted access. Controls such as physical barriers to entry imposed by locked doors, locked passageways, or other access control mechanisms may be supplemented by alarms that alert the individual and notify site management of a breach in access control. Controls may include administrative policies and procedures requiring personal protective equipment (e.g. RF personal monitor), proof of RF training to obtain site access cards, presentation of appropriate RF awareness training certifications to security personnel or other measures designed to prevent uncontrolled access.

RF alerting signs are not necessarily required, and by FCC guidelines, alone do not constitute compliance, posting of the appropriate **NOTICE, CAUTION, or WARNING** signs at areas of concern is considered good practice. The signs below are examples of signs meeting FCC guidelines.



Site Name: Elkhorn
Site FA: 10130455



Power density decreases significantly over a short distance from any antenna. Specifically with respect to directional panel antennas, the design, orientation in azimuth and elevation as documented, reasonably precludes potential to exceed MPE limits at any location other than directly in front of the antenna. Areas in front of the antenna that are restricted by barriers, would require climbing or are otherwise beyond the reach of a standing individual of average height are not considered accessible. Analysis or measurement of instantaneous energy levels is performed for use as proof of compliance with FCC rules and regulations applicable to non-occupational persons, those individuals who are not authorized to access portions of the antenna support structure above ground level. To assess time-average exposure for occupational personnel working within secured areas of the site, on the



supporting structure, or in the immediate proximity of the antenna equipment is a separate study requiring detailed ergonomic information.

FCC regulations regarding Radiofrequency radiation exposure, expressed in 47 CFR § 1.1310 are further clarified with respect to the value of 5% of exposure limits for the subject transmitters in the following section of 47 CFR § 1.1307 (b):

(3) In general, when the guidelines specified in § 1.1310 are exceeded in an accessible area due to the emissions from multiple fixed transmitters, actions necessary to bring the area into compliance are the shared responsibility of all licensees whose transmitters produce, at the area in question, power density levels that exceed 5% of the power density exposure limit applicable to their particular transmitter or field strength levels that, when squared, exceed 5% of the square of the electric or magnetic field strength limit applicable to their particular transmitter. Owners of transmitter sites are expected to allow applicants and licensees to take reasonable steps to comply with the requirements contained in § 1.1307(b) and, where feasible, should encourage co-location of transmitters and common solutions for controlling access to areas where the RF exposure limits contained in § 1.1310 might be exceeded.

Following these FCC requirements, predictive modeling has been performed to evaluate power density resulting from client transmitters as a percentage of the power density MPE limit applicable to their transmitters. These results are presented in Section 4.

The site should be routinely inspected and this or a similar report updated with any changes to the RF environment including:

- Adding new antennas
- Removing of any existing antennas
- Change in the radiating power or number of RF emitters

Waterford Consultants recommends coordinating with all wireless tenants before performing services in front of or near any transmitting antennas. During these activities, it may be appropriate to utilize Lockout/Tagout Procedures as specified in ATT-002-290-078, "RF Exposure: Responsibilities, Procedures & Guidelines" for scheduled outages to eliminate RF hazards during these activities.



9 Appendix B

9.1 Qualifications of Waterford Consultants, LLC

With more than 100 team-years of experience, Waterford Consultants, LLC [Waterford] provides technical consulting services to clients in the Radio Communications and antenna locating industry. Waterford retains professional engineers who are placed in responsible charge of the processes for analysis.

Waterford is familiar with 47 C.F.R. § § 1.1307(b)(3) and 1.1310 along with the general Rules, Regulations and policies of the FCC. Waterford work processes incorporate all specifications of FCC Office of Engineering and Technology, Bulletin 65 (“OET65”), from the website: www.fcc.gov/oet/rfsafety and follow criteria detailed in 47 CFR § 1.1310 “Radiofrequency radiation exposure Limits”.

Within the technical and regulatory framework detailed above, Waterford developed tools according to recognized and generally accepted good engineering practices. Permissible exposure limits are band specific, and the Waterford computerized modeling tools correctly calculate permissible exposure based on the band(s) specified in the input data. Only clients and client representatives are authorized to provide input data through the Waterford web portal. In securing that authorization, clients and client representatives attest to the accuracy of all input data.

Waterford Consultants, LLC attests to the accuracy of the engineering calculations computed by those modeling tools. Furthermore, Waterford attests that the results of those engineering calculations are correctly summarized in this report.



10 Appendix C

10.1 RoofMaster™

RoofMaster™ is the software package that Waterford Consultants created to model RF environments associated with multiple emitters where the potential exists for human exposure. Based on the computational guidelines set forth in OET Bulletin 65 from the Federal Communications Commission (FCC), RoofMaster™ considers the operating parameters of specified RF sources to predict the overall Maximum Permissible Exposure possible at a given location. These theoretical results represent worst-case predictions as emitters are assumed to be operating at 100% duty cycle.

From the FCC document:

“The revised OET Bulletin 65 has been prepared to provide assistance in determining whether proposed or existing transmitting facilities, operations or devices comply with limits for human exposure to radiofrequency (RF) fields adopted by the Federal Communications Commission (FCC). The bulletin offers guidelines and suggestions for evaluating compliance.”

http://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf

11 Appendix D

11.1 Statement of Limiting Conditions

Waterford Consultants, LLC field personnel have visited the site and collected only data with regard to the MPE environment. Waterford Consultants will not be responsible for matters of a legal nature that affect the site or property. The property has been analyzed under the premise that it is under responsible ownership and management and our client has the legal right to conduct business at this facility.

Due to the complexity of some wireless sites, Waterford Consultants has created this report utilizing best industry practices and due diligence. Waterford Consultants cannot be held accountable or responsible for anomalies or discrepancies due to actual site conditions (i.e., mislabelling of antennas or equipment, inaccessible cable runs, inaccessible antennas or equipment, etc.) or information or data supplied by Wireless Carrier, the site manager, or their affiliates, subcontractors or assigns.

Waterford Consultants has provided the results of a computer generated model in this MPE Site Compliance Report to show approximate dimensions of the site, and the model results is included to assist the reader of the compliance report to visualize the site area, and to provide supporting documentation for Waterford Consultants' recommendations.

Waterford Consultants will not be responsible for any existing conditions or for any engineering or testing that might be required to discover whether adverse safety conditions exist. Because Waterford Consultants is not an expert in the field of mechanical engineering or building maintenance, this MPE Site Compliance Report must not be considered a structural or physical engineering report.

Waterford Consultants obtained information used in this MPE Site Compliance Report from sources that Waterford Consultants considers reliable and believes them to be true and correct. Waterford Consultants does not assume any responsibility for the accuracy of such items that were furnished by other parties.



October 30, 2015

Via Email to Alissa Weber, City Clerk

Mayor Dewayne Briscoe
City Council Members City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353 0416
Re: Elkhorn Sage Creek Wireless Facility

Dear Mayor and City Council:

AT&T appreciates the opportunity to respond to the concerns expressed by the Sentilles and other neighbors. This wireless facility provides a vital link in the network that provides wireless service to this area. With the demand for more and better service ever expanding, this facility was upgraded in 2014 to meet that increased demand for service. AT&T has fulfilled all of its obligations under the original 2008 Conditional Use Permit ("CUP") and the 2014 Design Review, as set forth more fully in a letter to the city dated July 1, 2015, attached as Exhibit A. The Council does not have jurisdiction to hear an untimely appeal of those permit decisions at this late date.

- **Overview.**

In 2008, the Sun Valley City Council granted a CUP to Edge, AT&T's predecessor, to construct a wireless facility. That facility was constructed and became a vital link in the wireless network in that area. There was no expiration date in the conditions of approval, nor is there a code provision setting a time of expiration. In 2014, when technological upgrades were required to provide the enhanced service that Sun Valley residents need, the Planning and Zoning Commission approved a Design Review modification the existing CUP to replace antennas and equipment. The decisions on these permits are attached as Exhibits B and C. Both of these hearings were properly noticed to all property owners within 300 feet of the site, as required by Table 9 5A 3 of the Sun Valley City Code ("SVCC"). The Sentilles received notice, as a 300 foot adjoiner. The other residents who have submitted letters are not within the 300 feet radius and were not entitled to notice. (See Exhibit D Assessor's Map of 300 foot adjoiners.)

SEATTLE

LOS ANGELES

DENVER

PORTLAND

BEND

- **The 2008 CUP and the 2014 Design Review were properly approved.**

The Sentilles argue that Condition 1 of the 2008 CUP requires a public hearing to modify the CUP. ¹This is not supported by either the language of the condition, case law or the code. Condition 1 requires: "This Conditional Use Permit is specific to Design Review Applications DR#2007 060 and DR#2007 061. Any future modifications to the facility or its structural elements shall require city approval of a modification to this Conditional Use Permit."

The condition requires **city approval**, not Council approval. SVCC Table 9 5A 1 Authorities And Processes, does not require a public hearing or Council action. In fact, there is no designated process required to modify a CUP. In this case, the 2014 Design Review **was** the city approval of a modification to the 2008 CUP. The 2014 Design Review decision by the Planning and Zoning Commission reexamined all of the criteria for a conditional use and found them to be met. The 2014 Design Review replaced the 2008 Design Review for the original facility and properly modified Condition 1 of the 2008 CUP.

- **The 2008 and 2014 permits were not appealed.**

This tardy attempt to challenge the 2008 and 2014 permits amounts to a time barred appeal under existing Code. SVCC Section 9 5A 9 ²permits an appeal only by an interested party within 300 feet of the exterior boundary of the property **and** requires that the appeal be filed within 10 days. The effective date of the 2008 permit was March 3, 2008. The effective date of the 2014 Modification Approval was June 2, 2014. The Sentilles did not file a timely appeal within the requisite 10 day period for either permit. The other neighbors who have written to this Council did not timely appeal, and also do not live within 300 feet of the property, as required to have standing to appeal. The challenges being asserted now to the 2008 and 2014 proceedings are barred under

¹ The Sentilles inaccurately cite case law in support of their assertion that notice and a hearing is required for As this Council well knows, zoning provisions can and often are properly **applied** administratively, without a public hearing. These cited cases do hold that a governing body, like this Council, may not enact additional regulations without proper community notice and a hearing. This Council, having set forth those matters which require a hearing in Table 9 5A 1, cannot expand that list on an *ad hoc* basis here. The existing code does not require a hearing to modify a CUP.

² **9-5A-9: APPEALS:**

A. Notice Of Appeal: Any applicant and any person owning an interest in real property which is within three hundred feet (300') of the exterior boundary lines of the property which is subject to an application who is dissatisfied, may appeal the action of the decision maker. An appeal shall be made, in writing, and filed with the city clerk within ten (10) days after the action of the decision maker.

the code and the Council does not have the authority to reconsider those final decisions now.

- **The 2014 modification was not a substantial change under federal law and the city was required to approve the application.**

Under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (“**Section 6409**”), the 2014 Modification cannot be contested because such modifications are permitted outright if there is no substantial change to an existing wireless facility. The 2014 Modifications included the replacement of a four inch wide mounting pipe with a six inch wide mounting pipe, the replacement of the two existing antennas on the pipe, and the installation of additional equipment within AT&T’s equipment enclosure. Section 6409 **requires** a jurisdiction to approve any modification to existing wireless facilities that does not “substantially change” the physical dimensions of the wireless facility. The term “substantial change” is defined as:

- a height increase greater than 10% or ten feet, whichever is greater
- projection from a tower by more than 20 feet
- installation of more than 4 new cabinets
- excavation or deployment outside the current site
- installations that would defeat concealment elements
- noncompliance with original conditions of approval

In this case, the 2014 dimensional changes are well below these thresholds and, as the facility was not required to be concealed, the concealment standard does not apply. There were no cabinets installed and no excavation outside the lease area was performed. A modification that is not a substantial change is not required to meet new code requirements. It is not subject to any discretionary review. As detailed above, the Design Review itself constituted city approval of a modification to the CUP and there is compliance with all of the original conditions of approval..

It should be noted that the Sun Valley Code is also consistent with Section 6409. Section 9 3K 7C 3(c) of the Code provides that any equipment change out and overhaul may occur any time with 30 days’ notice so the City may inform individuals within 300 feet of the wireless facility. No hearing or appeal is permitted. The 2014 Modifications described above clearly fall within the parameters of an “equipment change out,” and there is no Code requirement for any additional land use approval for such modifications.

Finally, it should again be noted that there was no appeal filed within 10 days of the 2008 CUP and the 2014 Design Review decision, which is the deadline set by the code. AT&T is now and will remain in compliance with all of the conditions of approval

October 30, 2015
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imposed by both permits. This matter is not properly before the Council for any action at this time.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kimberly Allen', written in a cursive style.

Kimberly Allen
Attorneys for AT&T

cc:

Jae Hill, Sun Valley Planning Director
Adam King, Sun Valley City Attorney

EXHIBIT A



BUSCHLAWFIRMPLLC
WWW.WIRELESSCOUNSEL.COM

July 6, 2015

Mr. Jae Hill
Community Development Director
City of Sun Valley
81 Elkhorn Road
P.O. Box 416
Sun Valley, ID 83353

Re: Conditional Use Permit – Sage Creek Application - #CUP2007-04

Dear Jae:

Thank you again for speaking with me in early June regarding the request that AT&T Mobility (“**AT&T**”) submit a new application for the above referenced Conditional Use Permit. As discussed, our firm is outside legal counsel for AT&T and we are in receipt of a letter that the City of Sun Valley received from Ned C. Williamson, attorney for Irwin and Ann Sentilles, dated November 4, 2014, regarding AT&T’s wireless communications facility located at the pump booster station structure adjacent to the SVW&SD Sage Creek Reservoir (the “**Facility**”).

It is our understanding that Mr. Williamson’s letter prompted Interim Community Development Director, John Gaeddert, to examine the Conditional Use Permit that was granted to AT&T’s predecessor, Edge Wireless, on March 1, 2008 (the “**2008 CUP**”). Mr. Gaeddert, acting in good faith and with the intent to resolve the claims stated in Mr. Williamson’s letter, believed that a new Conditional Use Permit (“**CUP**”) would be required. His explanation for requiring a new CUP was out of concern that the 2008 CUP may have expired and that AT&T had not obtained an effective modification of the 2008 CUP when the modifications to the Facility were made in 2014 (“**2014 Modifications**”). He suggested that a new CUP would rectify the purported failure to obtain a proper modification to the 2008 CUP and also assist in satisfying the claims made by the frustrated homeowners, Irwin and Ann Sentilles, but he did not cite any supporting code authority when making these conclusions. After an examination of the 2008 CUP and Mr. Williamson’s letter against the applicable code provisions from Sun Valley’s City Code (the “**Code**”), we conclude that a new CUP is not required under the Code.

Mr. Gaeddert asserted that a new CUP would be required if the 2008 CUP had expired. The terms of the 2008 CUP do not set forth a stated date of expiration, and the Code does not otherwise provide a blanket expiration date for all CUPs. In addition, while the third condition of approval requires a compliance review submittal every five

SEATTLE

LOS ANGELES

DENVER

PORTLAND

BEND

July 6, 2015

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years, there is no code provision or CUP language that would automatically revoke the permit for failure to comply with this condition of approval. Further, no revocation proceedings for the 2008 CUP were ever initiated by the City. Although AT&T acknowledges that the required information under Condition 3 was not submitted in 2013 as required, to assure continuity of service and to maintain the existing AT&T network, we attach the required written Condition 3 submittal, which submittal brings AT&T into compliance with all conditions of approval from the 2008 CUP. In addition, AT&T is also in compliance with the governing documents of the Sun Valley Elkhorn Association, as indicated in the attached letter dated November 5, 2014, which letter states that the completed project is in substantial compliance with the submitted plans, including the tree planting / irrigation and repainting of the antennas. Given this, the permit is and has remained valid since it was issued in 2008, and AT&T continues to be in compliance with all governing rules and regulations.

Mr. Gaeddert also questioned whether the approval of AT&T's 2014 Modifications to the Facility was an appropriate modification of the 2008 CUP under the first condition of approval. This first condition of approval clearly states that the 2008 CUP is specific to the related Design Review Approval and requires "City approval of a modification to this Conditional Use Permit". Neither the code nor the 2008 CUP set forth a required process for City approval of modifications to a CUP. As a result, AT&T submits that the very comprehensive 2014 design review approval of AT&T's 2014 Modifications was sufficient to comply with the first condition of the 2008 CUP. The Sentilles' claim that staff acted improperly or contrary to the conditions of the 2008 CUP or that the 2008 CUP was not properly modified is simply not accurate. On the contrary, staff thoroughly reviewed AT&T's proposed modifications and made detailed findings that each of the modifications satisfied the design review criteria set forth in the Code. This thorough review of the modifications and the conclusion that the modifications would cause minimal impact to the surrounding area are sufficient to satisfy the conditions of the 2008 CUP.

There are also overarching federal law considerations validating the 2014 Modifications. Under Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 ("**Section 6409**"), the 2014 Modifications are proper because certain modifications are permitted outright if there is no substantial change to an existing wireless facility. The 2014 Modifications included the replacement of a four-inch wide mounting pipe with a six-inch wide mounting pipe, the replacement of the two existing antennas on the pipe, and the installation of additional equipment within AT&T's equipment enclosure. Section 6409 **requires** a jurisdiction to approve any modification to existing wireless facilities that does not "substantially change" the physical dimensions of the wireless facility. (A copy of the new federal rule is enclosed with this letter for your

July 6, 2015
Page 3

review.)¹ Based on the FCC guidelines, the 2014 Modifications to the Facility were not considered a substantial change and the City would have no discretion to deny the modification request were it to be resubmitted.

It should also be noted that the Code is consistent with Section 6409. Section 9-3K-7C-3(c) of the Code provides that any equipment change-out and overhaul may occur any time with 30 days' notice so the City may inform individuals within 300 feet of the wireless facility. The 2014 Modifications described above clearly fall within the parameters of an "equipment change-out," and there is no Code requirement for any additional land use approval for such modifications.

Finally, the letter from the Sentilles' counsel amounts to a time barred appeal under existing Code. Section 9-5A-9, requires that any interested party within 300-feet of the exterior boundary of the property appeal any decision within 10 days. The effective date of the 2014 Modification Approval was June 2, 2014. The Sentilles did not file a timely appeal within the requisite 10-day period. Therefore, the written objection to the Facility dated November 4, 2014, is time barred under the code.

Thank you again for agreeing to review AT&T's position on the application for a new CUP. Please also extend our gratitude to Mr. Gaeddert for being open to our position and for speaking with us prior to you assuming your new role. Please let me know if there is anything else needed to process the enclosed compliance submittal. We look forward to your review and response.

Regards,



Victoria Davis Chenault

Enclosures

¹ Earlier this year, the Federal Communications Commission ("FCC") published a new federal rule (which is codified at 47 C.F.R. § 1.40001) that defines a "substantial change." as increasing the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater. The new federal rule is consistent with the FCC guidelines that were in place in 2014 when the 2014 Modifications were reviewed by the City.

Attachment 1

Compliance Review Pursuant to Condition of Approval No. 3 from 2008 CUP

Monitoring: At five (5) year intervals from the date when the city issues a building permit, the Applicant shall submit the following information to the Community Development Director:

- i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.

After review of the 2008 CUP approval, the approval of the 2014 Modifications, and all applicable provisions of the Code, and as described in the forgoing letter, AT&T confirmed that it continues to operate with in compliance with all terms and conditions of approval by the City.

- ii. Independent field strength or power density measurements taken within the past 30-days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.

As of the date of this letter, AT&T initiated ordering of the Power Density Study and expects a final report within four to six weeks. AT&T will provide the results of the study to the City as soon as they are received.

- iii. Confirmation that there is no equipment available that would enhance the safety, efficiency, or visibility of the facility or reduce the size of the facility.

Safety: According to AT&T's Radio Frequency Engineers ("RF Engineers"), the facility continues to operate safely within all FCC guidelines and in accordance with industry standards.

Efficiency: The Facility is as efficient as possible given the design restrictions, and operates with the most current technology. The Facility was originally constructed with "2G" radio frequency technology. The Facility was subsequently updated to accommodate more advanced and efficient "3G" and "4G" technologies. All the older 2G equipment will be removed by 2017 to further enhance efficiency.

Visibility: The ground equipment is currently configured with the minimum amount of equipment that allows the proper function of the Facility. All equipment is within the existing pump house to provide maximum visual concealment.

The antenna technology at the Facility is consolidated into two panel antennas to

minimize the visual impact. The industry standard is to have a dedicated panel antenna for each technology (i.e. four antennas per sector). Although the consolidated antennas do not provide optimal efficiency and capacity, AT&T agreed to utilize the consolidated antenna system so that service could be provided to a location where it would not otherwise be available. In addition, the Facility is not configured with any future expansion and only possesses enough equipment to support daily usage in the area.

iv. Confirmation that there are not more appropriate locations for the Facility.

On June 12, 2015, the RF Engineers completed a site walk of the Facility and surrounding area. They examined all alternative locations, developed and undeveloped, within a technically feasible radius of approximately 2 miles. The RF Engineers concluded that there were no other locations that could accommodate AT&T's service needs. The following is a list of those alternative locations that were examined.

- Top of Bald Mountain – AT&T is currently operating from this location. This was the primary location to provide coverage to Elkhorn prior to AT&T constructing the Elkhorn reservoir location. This site provided marginal outdoor coverage and poor in building coverage in Elkhorn, thereby prompting the need for an additional facility in the area.*
- Dollar Mountain - AT&T is currently operating a site from this location. There are two towers on Dollar Mountain. AT&T is located on the lower of the two towers. This location is blocked by terrain, which terrain prevents AT&T from providing coverage to the Elkhorn location.*
- Verizon Wireless facility East of Elkhorn approximately 2 miles – This location was evaluated by AT&T when AT&T originally examined the area for possible locations of the current Facility. This location would have not offered a significant improvement to the network or filled the gaps in coverage.*
- Sun Valley City Fire Department - This location was evaluated by AT&T when AT&T originally examined the area for possible locations of the current Facility. However, the elevated terrain surrounding the fire station limits the potential coverage and therefore did not meet AT&T's coverage needs.*

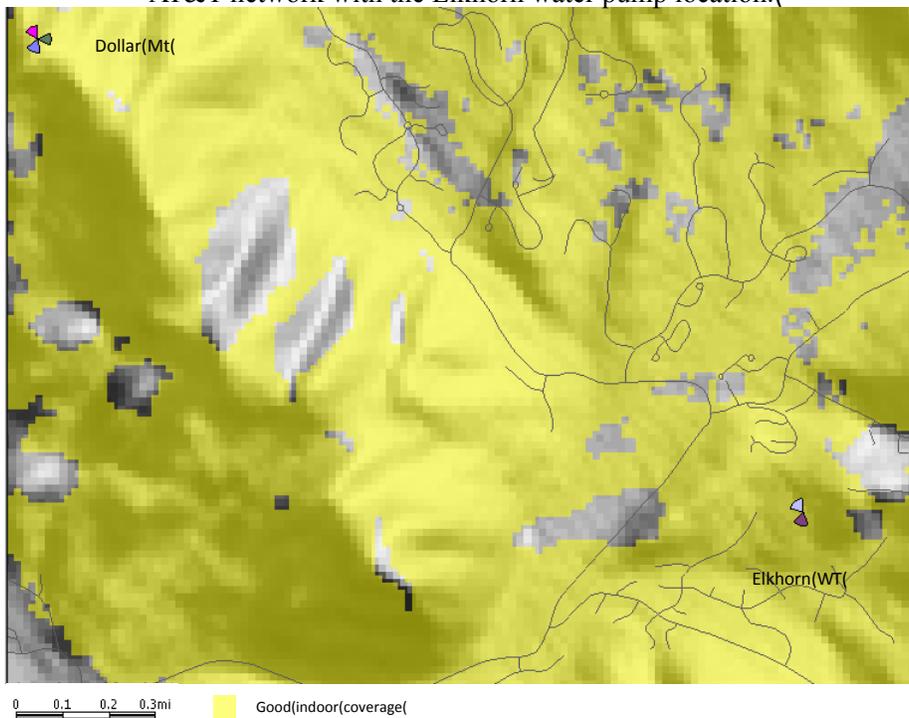
The RF Engineers also examined the possibility of deploying a new facility or utilizing an existing facility at the locations listed below, but determined that the locations would not provide adequate coverage to Elkhorn due to terrain or other concerns:

- Top of old the Flying Squirrel Ski Run*
- Site near the animal shelter, Clear Creek Disposal*
- River Run Lodge*
- Down Town Ketchum - 333 South Main.*
- Sun Valley Lodge*
- Sun Valley Club House*

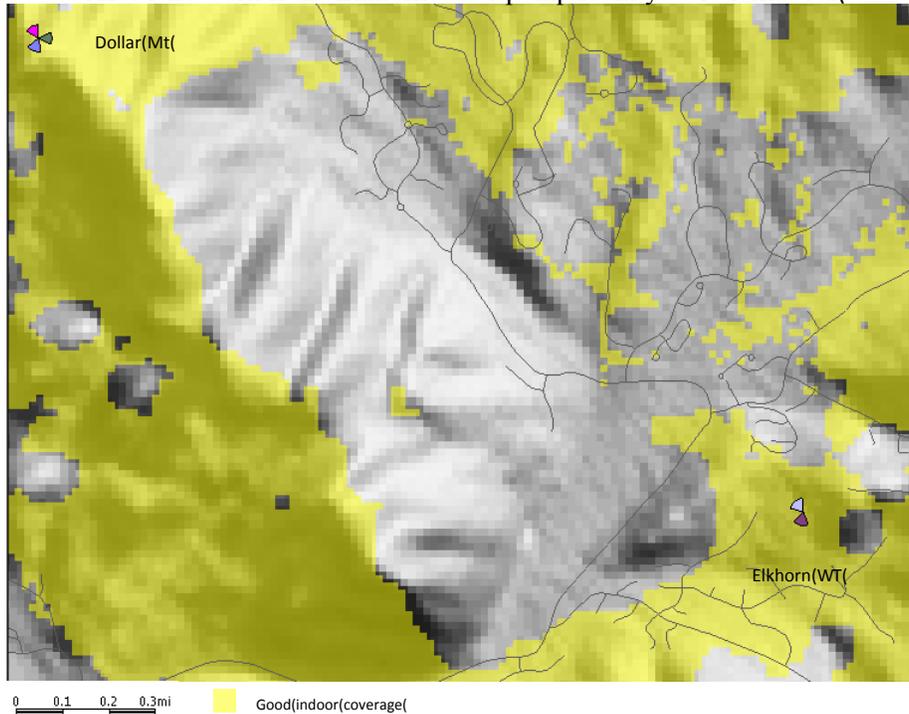
- v. Confirmation that the facility continues to function as an essential element of the Applicant's network.

The RF Engineers confirmed that the Facility continues to function as an essential element of AT&T's network in the Sun Valley area by providing coverage to the Elkhorn community that could not otherwise be offered by any other location. Please refer to the coverage maps below as an indication of the gap in coverage that would result if the Facility were to be removed.

AT&T network with the Elkhorn water pump location.(



AT&T network if the Elkhorn water pump facility were removed.



vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.

To the best of AT&T's knowledge, AT&T has received no other complaints aside from the letter received from the City from Ned C. Williamson, attorney for Irwin and Ann Sentilles, dated November 4, 2014. AT&T has addressed the complaints set forth in the letter from Mr. Williamson in the foregoing letter and is providing all required information to comply with Condition 3.

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Attachment 2

Letter From Sun Valley Elkhorn Association, Inc.



ELKHORN
IN SUN VALLEY

July 2, 2015

Nadine Bostwick
Powder River Development Services LLC
219 S Wooddale Ave
Eagle, ID 83616

Sent via email: Nadine.bostwock@powderriverdev.com; pat@svwsd.com

RE: ATT antennae project at 100 Sage Creek Reservoir Road

Dear Nadine and Pat:

On June 2nd, 2014 you received the Architectural Design Committee conditional approval for the ATT antennae project at 100 Sage Creek Reservoir Road. The SVEA governing documents require that the final inspection must take place within one year. We visited the site for the final approval inspection on November 5th, 2014 and found the completed project to be in substantial compliance with the submitted plans. Thank you for completing the tree planting / irrigation and repainting of the antennae.

Your completion deposit in the amount of \$1,000 is being processed by accounting and will be mailed via USPS.

Please don't hesitate to call if you have questions or concerns.

Sincerely,

Paul Exline

Paul Exline
ADC Manager
Sun Valley Elkhorn Association, Inc.

/SVSWD

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Attachment 3

The FCC Rule Regarding Section 6409

(iii) Comparable equipment from pre-existing wireless deployments on the structure;

(3) The deployment will involve no new ground disturbance; and

(4) The deployment would otherwise require the preparation of an EA under paragraph (a)(4)(i) of this section solely because of the age of the structure; or

(B) The mounting of antennas (including associated equipment such as wiring, cabling, cabinets, or backup-power) on buildings or other non-tower structures where the deployment meets the following conditions:

(1) There is an existing antenna on the building or structure;

(2) One of the following criteria is met:

(i) *Non-Visible Antennas*. The new antenna is not visible from any adjacent streets or surrounding public spaces and is added in the same vicinity as a pre-existing antenna;

(ii) *Visible Replacement Antennas*. The new antenna is visible from adjacent streets or surrounding public spaces, provided that

(A) It is a replacement for a pre-existing antenna,

(B) The new antenna will be located in the same vicinity as the pre-existing antenna,

(C) The new antenna will be visible only from adjacent streets and surrounding public spaces that also afford views of the pre-existing antenna,

(D) The new antenna is not more than 3 feet larger in height or width (including all protuberances) than the pre-existing antenna, and

(E) No new equipment cabinets are visible from the adjacent streets or surrounding public spaces; or

(iii) *Other Visible Antennas*. The new antenna is visible from adjacent streets or surrounding public spaces, provided that

(A) It is located in the same vicinity as a pre-existing antenna,

(B) The new antenna will be visible only from adjacent streets and surrounding public spaces that also afford views of the pre-existing antenna,

(C) The pre-existing antenna was not deployed pursuant to the exclusion in this subsection

(§ 1.1307(a)(4)(ii)(B)(2)(iii)),

(D) The new antenna is not more than three feet larger in height or width (including all protuberances) than the pre-existing antenna, and

(E) No new equipment cabinets are visible from the adjacent streets or surrounding public spaces;

(3) The new antenna complies with all zoning conditions and historic preservation conditions applicable to existing antennas in the same vicinity

that directly mitigate or prevent effects, such as camouflage or concealment requirements;

(4) The deployment of the new antenna involves no new ground disturbance; and

(5) The deployment would otherwise require the preparation of an EA under paragraph (a)(4) of this section solely because of the age of the structure.

Note to paragraph (a)(4)(ii): A non-visible new antenna is in the "same vicinity" as a pre-existing antenna if it will be collocated on the same rooftop, façade or other surface. A visible new antenna is in the "same vicinity" as a pre-existing antenna if it is on the same rooftop, façade, or other surface and the centerpoint of the new antenna is within ten feet of the centerpoint of the pre-existing antenna. A deployment causes no new ground disturbance when the depth and width of previous disturbance exceeds the proposed construction depth and width by at least two feet.

* * * * *

■ 4. Add Subpart CC to part 1 to read as follows:

Subpart CC—State and Local Review of Applications for Wireless Service Facility Modification

§ 1.40001 Wireless Facility Modifications.

(a) *Purpose*. These rules implement section 6409 of the Spectrum Act (codified at 47 U.S.C. 1455), which requires a State or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.

(b) *Definitions*. Terms used in this section have the following meanings.

(1) *Base station*. A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)–(ii) of this section.

(2) *Collocation*. The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

(3) *Eligible facilities request*. Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(i) Collocation of new transmission equipment;

(ii) Removal of transmission equipment; or

(iii) Replacement of transmission equipment.

(4) *Eligible support structure*. Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section.

(5) *Existing*. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(6) *Site*. For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(7) *Substantial change*. A modification substantially changes the physical dimensions of an eligible

support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

(8) *Transmission equipment.* Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(9) *Tower.* Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(c) *Review of applications.* A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) *Documentation requirement for review.* When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) *Timeframe for review.* Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) *Tolling of the timeframe for review.* The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The timeframe for review is not tolled by a

moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

(4) *Failure to act.* In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) *Remedies.* Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

PART 17—CONSTRUCTION, MARKING, AND LIGHTING OF ANTENNA STRUCTURES

■ 5. The authority citation for part 17 continues to read as follows:

Authority: Sections 4, 303, 48 Stat. 1066, 1082, as amended; 47 U.S.C. 154, 303. Interpret or apply sections 301, 309, 48 Stat. 1081, 1085 as amended; 47 U.S.C. 301, 309.

■ 6. Amend § 17.4 by revising paragraphs (c)(1)(v) and (c)(1)(vi), and adding paragraph (c)(1)(vii) to read as follows:

§ 17.4 Antenna structure registration.

* * * * *

(c) * * *

(1) * * *

(v) For any other change that does not alter the physical structure, lighting, or geographic location of an existing structure;

(vi) For construction, modification, or replacement of an antenna structure on Federal land where another Federal agency has assumed responsibility for evaluating the potentially significant environmental effect of the proposed antenna structure on the quality of the human environment and for invoking any required environmental impact statement process, or for any other

structure where another Federal agency has assumed such responsibilities pursuant to a written agreement with the Commission (see § 1.1311(e) of this chapter); or

(vii) For the construction or deployment of an antenna structure that will:

(A) Be in place for no more than 60 days,

(B) Requires notice of construction to the FAA,

(C) Does not require marking or lighting under FAA regulations,

(D) Will be less than 200 feet in height above ground level, and

(E) Will either involve no excavation or involve excavation only where the depth of previous disturbance exceeds the proposed construction depth (excluding footings and other anchoring mechanisms) by at least two feet. An applicant that relies on this exception must wait 30 days after removal of the antenna structure before relying on this exception to deploy another antenna structure covering substantially the same service area.

* * * * *

[FR Doc. 2014-28897 Filed 1-7-15; 8:45 am]

BILLING CODE 6712-01-P

EXHIBIT B



SUN VALLEY CITY COUNCIL

CONDITIONAL USE PERMIT)
EDGE WIRELESS- SAGE CREEK)
APPLICATION #CUP2007-04)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Edge Wireless submitted an application for Conditional Use Permit for the construction of a new wireless communication facility to be added to an existing pump booster station structure adjacent to the SVW&SD Sage Creek Reservoir on property within the Outdoor Recreation (OR-1) Zoning District. This matter came before the Sun Valley Planning and Zoning Commission for consideration on October 11 and November 30, 2007 as a duly noticed public hearing. The Commission heard comments from the applicant's representatives and the public, conducted a site visit to the project site, and took action to deny the application. An appeal was filed by the applicant and the City Council held a noticed public hearing on January 17, 2008 and formally acted to overturn the Commission's denial and approve the Conditional Use Permit for the proposed wireless communication facility. Having concluded its review of the application, the Council makes the following Findings of Fact, Conclusions of Law and decision, subject to the following Conditions of Approval:

FINDINGS OF FACT/ CONCLUSIONS OF LAW

- 1. The applicant is Edge Wireless and the subject property is the Sage Creek water booster station operated by the Sun Valley Water & Sewer District, located at 100 Sage Creek Reservoir Road and zoned Outdoor Recreation (OR-1).
2. The proposed application is for a Conditional Use Permit for a new wireless communication facility to be incorporated into the existing Sage Creek Booster Pump building. Freestanding antennas and other communication towers are a land use permitted within the OR-1 Zoning District with the issuance of a Conditional Use Permit provided they serve a demonstrated community wide function and all reasonable measures are taken to mitigate the potential impact upon the open quality and character of the District.
3. The City Council finds that the wireless communication facility serves a demonstrated community wide function and, as conditioned, all reasonable measures have been taken to mitigate the potential impact upon the open quality and character of the District.
4. The wireless facility is located within 500 feet of residential structures. The City Council finds that the applicant has presented evidence demonstrating that there is no other feasible alternative to the proposed location that fulfils the coverage gap needs of the applicant's service area and is less impacting. Other sites investigated by the applicant were not functionally appropriate, were not available, or would involve more obtrusive equipment use. The wireless communication facility land use is appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district. The facility and site allow the applicant to complete the service network with the fewest possible facilities, in the least visible fashion, and with the least disruptive impact on the neighborhoods and the communities within the City. The facility is located within the Outdoor Recreation (OR-1) Zoning District as encouraged by Code Section 9-3K-4.
5. The use will be supported by adequate public facilities or services to the surrounding area and conditions can be established to mitigate adverse impacts. The facility will be incorporated onto

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an existing utility pump house structure and electricity, water, and access are already present on site.

6. The use will not unreasonably diminish either the health, safety or welfare of the community. The proposed facility is incorporated into the design of an existing utility pump house structure for an existing water reservoir. No new grading or other site disturbance is required to construct the wireless facility and the relatively small size of the improvements and the distance to adjacent land uses will result in no negative health, safety or welfare impacts to the area.
7. The wireless communication facility land use is not in conflict with the Comprehensive Plan or other adopted plans, policies, or ordinances of the City. The facility complies with applicable maximum height limitations, employs all practical means to conceal or minimize the number of facilities and reduce their visual impact, uses the most diminutive technology and the smallest components necessary to provide service, and uses the most efficient technology to serve the City.

DECISION

Therefore, based upon the foregoing Findings of Fact and Conclusion of Law, the City Council hereby approves the Conditional Use Permit application for a new wireless communication facility to be added to the existing booster pump structure of the Sage Creek Water Reservoir facility, subject to the following conditions of approval:

1. This Conditional Use Permit is specific to Design Review applications #DR2007-060 and #DR2007-061. Any future modifications to the facility or its structural elements shall require City approval of a modification to this Conditional Use Permit.
2. In accordance with Code Section 9-3K-7C and to the satisfaction of the Community Development Director, the applicant shall submit an Operational Plan prior to the issuance of a Building Permit for the project with assurances that any security lighting, maintenance procedures, and maintenance and repair hours will remain in compliance with Code requirements throughout the lifespan of the facility.
3. Monitoring: Once the wireless communication facility is operating, the applicant shall submit documentation that the facility is operating within the technical standards as described in the application and the Federal Communications Commission permit. Independent field strength or power density measurements shall be provided to the City within 30 days of operational commencement. At five year intervals from the date when the City issues a building permit, the Applicant shall submit the following information, in writing, to the Community Development Director:
 - i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.
 - ii. Independent field strength or power density measurements taken within the past 30 days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.
 - iii. Confirmation that there is no equipment available that would enhance the safety, efficiency or visibility of the facility or reduce the size of the facility.
 - iv. Confirmation that there are not more appropriate locations available for the facility.
 - v. Confirmation that the facility continues to function as an essential element of the Applicant's network.

vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.

Failure to comply with these monitoring requirements will be addressed by the City pursuant to the regulations contained in Code Section 9-5B-2, Conditional Use.

- 4. Construction Time, Abandonment and Decommissioning: All wireless communication facilities which receive a Conditional Use Permit under Article 9-3K shall be completed and operational within 180 calendar days of the issuance of the permit and all related permits or licenses. The construction time may be extended for an additional 180 calendar days upon a showing of good faith efforts to complete the facility, which shall take into account complications beyond the control of Applicant, including seasonal considerations. If the facility is not completed and operational by the end of the extension period, then the permit shall expire, and the Applicant must reapply for the permit; however, this provision shall not apply when the Applicant demonstrates to the satisfaction of the Community Development Director that the operational delay is due entirely to factors beyond the control of the Applicant, in which event the Director may extend the construction time in his or her discretion. The Director reserves the right to consult with the Planning and Zoning Commission regarding any proposed extension. Any facility that ceases operating for more than 90 consecutive days shall be considered abandoned. In such an event the Applicant must either 1) apply for all permits required at the time of expiration to reactivate the operation, or 2) remove all elements of the facility and restore the site. In the event the Applicant fails to apply for permits or perform the removal and restoration within these 90 days, the property owner shall have the facility removed.

Dated this 21st day of February, 2008.

APPROVED:



Wayne Willich, Mayor
City of Sun Valley

Date Signed: 3/1/2008

ATTEST:



Kelly Ek, City Clerk
City of Sun Valley

EXHIBIT C

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
CITY OF SUN VALLEY
PLANNING AND ZONING COMMISSION
DESIGN REVIEW**

Project Name: AT&T Sage Creek Wireless Facility Retrofit
Applicant: Nadine Bostwick of Powder River Development for AT&T
Location: Existing wireless facility at 100 Sage Creek Reservoir Road, on Sun Valley Water and Sewer District property above Crown Ranch.
Zoning District: Outdoor Recreational (OR-1) Zoning District

Project Square Footage: N/A; replacement of existing equipment at an existing wireless communication facility.

Project Description: In 2007, the City approved a Conditional Use Permit (No. CUP 2007-04) for a new wireless communication facility at the Sage Creek Reservoir and two associated design review applications (No. DR 2007-060 and DR 2007-061). The facility was constructed and has been in operation to date. The applicant now proposes a retrofit of the facility's equipment to include: 1.) replacement of the two existing antennas panels with new antenna panels on the existing 27-foot pole; 2.) add three small Remote Radio Head (RRH) antennas to the inside wall of the enclosed booster pump house entry way; 3.) add a new surge arrestor to the existing H frame electrical panel; 4.) add two new lines of direct current (DC) electrical wiring within the existing structure; and, 5.) add two new lines of fiber optic, also in the existing structure. The existing four (4) inch pipe pole supporting the two antenna panels will be changed out with a new six (6) inch pipe pole to support the two new antenna panels at the same height. The project drawings stamped received by the City of Sun Valley on March 15, 2013 detail all proposed changes and alterations to the existing wireless facility. No new towers will be erected and no new wireless facilities will be added to the site by this project. No other development or construction is associated with this equipment modification proposal.

Required Findings: In order to approve a design review application and based on the standards set forth in Sun Valley Municipal Code, Title 9, Chapter 5B, Section 3 DESIGN REVIEW, the Planning & Zoning Commission shall make the following findings:

1. The proposed design is in conformance with the purpose of the zoning district and all dimensional regulations of that district. **The subject application does not propose any new structures or expanded development of the existing wireless communication facility. The existing tower will be retrofitted with replacement antennas and no new towers or structures will be added. The retrofit is therefore in conformance with all applicable requirements, standards, and use and dimensional regulations for the Outdoor Recreational (OR-1) Zoning District set forth in the Development Code and Zoning Map.**

2. The proposed design is in conformance with the standards for design review as set forth in Chapter 3A DESIGN REVIEW REGULATIONS of this Title. **The equipment retrofit project is consistent with the existing design and layout of the wireless facility and the surrounding Elkhorn Area. All existing surrounding right-of-ways, paths, drainage and other improvements in the area will remain unchanged. The new antenna panels and equipment will generally match the existing equipment on the tower and the ground level equipment improvements are minimal. Therefore, the retrofit project is in conformance with the standards for design review as set forth in Chapter 3A of the Development Code. No aspect of the new design for the wireless facility negatively impacts the general design, access or layout of the public utility site.**
3. The proposed design does not significantly impact the natural, scenic character and aesthetic value of hillsides, ridges, ridgelines, ridge tops, knolls, saddles, and summits in the City. **The site of the retrofit project is currently developed as a public utility water reservoir and wireless communication facility. The changes to the existing facility consist of replacement of antenna equipment that will not significantly change the visual impacts to and through the site. No significant natural features will be impacted by the new equipment and no new towers are included. The new site design does not include any new buildings or development expansion and therefore does not significantly increase visual impact on surrounding scenic conditions.**
4. The proposed design is in context and complimentary to adjacent properties. **The proposed retrofit is consistent with the original design of the wireless facility and the surrounding developed and open area. The proposed design is in context and complimentary to adjacent properties because no new structures or development are proposed and the retrofitted antenna will properly blend with the existing improvements. The project application was properly publicly noticed by: 1.) publication in the Mtn. Express on January 8, 2014; 2.) posting on the project site; 3.) mailing of notice to all property owners within a minimum 300 foot radius of the site; 4.) posting of notice in five prominent public places in the City, including Sun Valley City Hall, Sun Valley Post Office, Elkhorn Springs Store Post Office, St. Thomas Episcopal Church and the Elkhorn Fire Station; 5.) electronic notification to all parties who have notified the City of interest to receive agendas and notices; and, 6.) posting of the notice on the City's web site.**
5. The proposed design is compatible with the community character and scale of the neighborhood. **The retrofit project is consistent with the original design of the wireless facility and with surrounding existing conditions. The new replacement antenna panels will appear as if constructed as part of the original development project and will remain compatible with the community character and scale of the Elkhorn area. The existing wireless tower is located above Crown Ranch and the Juniper neighborhood in a relatively visible location. Replacement of the existing antenna panels on the tower pole will not significantly increase visual impact. No aspect of the new design negatively changes the scale, access or layout of the developed site.**
6. The proposed design adheres to standards for the protection of health, safety, and general welfare. **The subject application does not propose any activity or**

development that adversely affects public safety. Adequate emergency access presently serves the wireless facility and surrounding recreational area and no substantive changes to the site access will occur. No public comments were received as a result of the noticed public review and comment period and no public safety concerns were identified by the reviewing City Departments.

7. The proposed design is of quality architectural character and materials. **The proposed retrofit design is of quality architectural character and materials because the existing facility will be upgraded with new equipment but no significant bulk and mass will be added. The general appearance and operation of the wireless facility will remain generally unchanged and will remain consistent with the original design concept.**
8. The use is not in conflict with the Comprehensive Plan or other adopted plans, policies, or ordinances of the City. **The subject application for a retrofit of an existing wireless tower is in conformance with the City's Comprehensive Plan and the goals and policies of the City because the site will be upgraded but remain largely unchanged in land use, layout, or site development. No new buildings, development, or land uses are included as part of this retrofit project.**

CONCLUSIONS OF LAW

That this project does meet the standards for approval under Title 9, Chapter 3A (Design Review Regulations), of the City of Sun Valley Municipal Code provided the below conditions of approval are met. Design review approval shall expire 365 days from the date of approval, unless extended as per Municipal Code Section 9-5A-8.

CONDITIONS OF APPROVAL

1. **The applicant and their representatives shall comply with all IBC, IFC and applicable City ordinances.**
2. **This Design Review approval is good for one year from the date of approval, unless extended pursuant to Sun Valley Municipal Code Section 9-5A-8.**
3. **Any requirements and/or approvals of private associations or other entities are the sole responsibility of the property owner.**
4. **Any permits issued during the 10-day appeal period provided for under section 9-3A-4 may be subject to a stop work order in the event of an appeal. Any work commenced during the appeal period shall be at the applicant's own risk.**
5. **The subject Design Review Application shall be specific to the project drawings (19 sheets) stamped received by the City on March 15, 2013 and approved by the Planning & Zoning Commission on January 23, 2014. Any changes or modifications to the approved design shall be reviewed by the Community Development Department pursuant to Code Section 9-5A-10, Substantial Conformance.**
6. **No exterior lighting is proposed or approved as part of this equipment upgrade project at an existing wireless facility. Any existing exterior lighting shall be brought into or remain in compliance with the City's Exterior Lighting Ordinance to the satisfaction of the Community**

Development Director. If applicable, all exterior lighting at the facility shall be fully shielded downcast exterior lighting fixtures compliant and shall be subject to inspection for compliance prior to final inspection for the project.

- 7. This Design Review approval is specific to Conditional Use Permit Application No. CUP 2007-04 and Design Review Applications No. DR 2007-060 and 2007-061, and shall not be modified without official approval by the City.**
- 8. In accordance with Condition of Approval No. 2 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall submit a new Operational Plan for the project prior to the issuance of building permits by the City or the State of Idaho with assurances that any security lighting, maintenance procedures, and maintenance and repair hours will remain in compliance with Code requirements throughout the lifespan of the facility.**
- 9. In accordance with Condition of Approval No. 3 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall comply with the following: Monitoring- Once the retrofitted wireless communication facility is operating, the applicant shall submit documentation that the facility is operating within the technical standards as described in the application and the Federal Communications Commission permit. Independent field strength or power density measurements shall be provided to the City within 30 days of operational commencement. At five year intervals from the date when the City issues a building permit, the Applicant shall submit the following information, in writing, to the Community Development Director:**
 - i. Confirmation that the facility continues to operate in compliance with all terms and conditions of approval by the City.**
 - ii. Independent field strength or power density measurements taken within the past 30 days that verify that the facility continues to operate in compliance with all terms and conditions and emissions standards imposed by the Federal Communications Commission.**
 - iii. Confirmation that there is no equipment available that would enhance the safety, efficiency or visibility of the facility or reduce the size of the facility.**
 - iv. Confirmation that there are not more appropriate locations available for the facility.**
 - v. Confirmation that the facility continues to function as an essential element of the Applicant's network.**
 - vi. Documentation of any complaints received by the Applicant since the inception of operations regarding the operation and maintenance of the facility, including the Applicant actions to address the complaints.**

Failure to comply with these monitoring requirements will be addressed by the City pursuant to the regulations contained in Code Section 9-5B-2, Conditional Use.

- 10. In accordance with Condition of Approval No. 4 of the facility's Conditional Use Permit (CUP 2007-04) and to the satisfaction of the Community Development Director, the applicant shall comply with the**

following: Construction Time, Abandonment and Decommissioning- All wireless communication facilities which receive a Conditional Use Permit under Article 9-3K shall be completed and operational within 180 calendar days of the issuance of the permit and all related permits or licenses. The construction time may be extended for an additional 180 calendar days upon a showing of good faith efforts to complete the facility, which shall take into account complications beyond the control of Applicant, including seasonal considerations. If the facility is not completed and operational by the end of the extension period, then the permit shall expire, and the Applicant must reapply for the permit; however, this provision shall not apply when the Applicant demonstrates to the satisfaction of the Community Development Director that the operational delay is due entirely to factors beyond the control of the Applicant, in which event the Director may extend the construction time in his or her discretion. The Director reserves the right to consult with the Planning and Zoning Commission regarding any proposed extension. Any facility that ceases operating for more than 90 consecutive days shall be considered abandoned. In such an event the Applicant must either 1) apply for all permits required at the time of expiration to reactivate the operation, or 2) remove all elements of the facility and restore the site. In the event the Applicant fails to apply for permits or perform the removal and restoration within these 90 days, the property owner shall have the facility removed.

- 11. The applicant shall work with the Sun Valley Water and Sewer District (SVW&SD) and the Community Development Director of the City of Sun Valley to produce a Landscape Screening Plan for City review and approval prior to any modifications to the wireless communication site. The Landscape Screening Plan design shall consist of trees placed in locations consistent with the directive of the City Council in 2007 as part of the associated Conditional Use Permit (CUP 2007-04) and Design Reviews (DR 2007-060 and -061). A permanent water source shall be provided and the trees shall be properly maintained as part of the wireless communication facility.**

DECISION

Therefore, the Sun Valley Planning and Zoning Commission approves this Design Review Application No. DR 2013-18.

Dated this 23rd day of January, 2014.

Ken Herich, Chairman
Planning and Zoning Commission
City of Sun Valley

Date Findings of Fact signed _____

EXHIBIT D

MEMORANDUM TO: SUN VALLEY MAYOR AND CITY COUNCIL

**FROM: IRWIN SENTILLES, 212 LUPINE
NED WILLIAMSON, COUNSEL**

RE: SAGE CREEK CELL TOWER

DATE: OCTOBER 28, 2015

This memorandum summarizes points made in Ned Williamson's letter to you of August 19, 2015, provides supplemental information, and suggests a way forward. Please see the August letter for more details (Attachment 1).

1. The Sage Creek Cell Tower is not a preferred location under the City Code. Because it is within 500 feet of residences, there must be no other feasible alternative to it, an important continuing standard to be met.

"Conditional use permits for wireless communication facilities within five hundred feet (500') of a school, child daycare center, hospital, residential dwelling, or similar land use, may be granted only where the applicant submits evidence demonstrating that there is *no other feasible alternative* to the proposed location."(1) (Emphasis added)

2. In 2007, after several public hearings, P&Z concluded that the cell tower was inappropriate for the neighborhood.

"[The cell tower] is inappropriate to the location, the lot and the neighborhood, and is not compatible with the uses permitted in the applicable zoning district." (2)

3. Since the P&Z determination, we believe that the City had made several mistakes:

FIRST MISTAKE: Mayor Willich held a single hearing to approve the tower, but the P&Z determination was not addressed.

SECOND MISTAKE: The City failed to modify the 2008 conditional use permit (CUP) for the tower, as required by its terms, for the 2014 expansion of the tower. Further, even though the tower nearly doubled in size, the City sent to the public a misleading notice of a related P&Z hearing stating that there was no modification.

The CUP approved by the City for the tower has important continuing conditions, consistent with the City Code's not favoring the location. CUP Condition No. 1 requires a modification to the CUP to permit any modification of the tower.

“Any future modifications to the facility or its structural elements shall require City approval of a modification to this Conditional Use Permit.” (3)

The public notice said: “No modifications to the...structural elements of the facility are proposed.” (4) But there is a material difference between the original tower and the expanded tower as built (see photograph at Attachment 2).

The legal necessity for a modification of the CUP is specifically addressed in the attached letter from Ned Williamson, dated October 28, 2015, to you. (Attachment 3)

THIRD MISTAKE: The City failed to ask for CUP-mandated periodic demonstrations concerning location and concealment when first required in 2013 or as part of consideration of the tower expansion in 2014. It did so only after our urging in 2015.

CUP Condition No. 3 requires demonstrations *every five years* that: (i) there is no other more appropriate location for the facility, and (ii) there is no equipment that would reduce its visibility.

“Confirmation that there are not more appropriate locations available for the facility.”(5)

“Confirmation that there is no equipment available that would enhance...the visibility of the facility or reduce the size of the facility.”(6)

FOURTH MISTAKE: ATT’s after-the-fact, recent submission as to CUP Condition 3 fails to address location or concealment in a meaningful way. It is incomplete on its face: first, it fails to address the one location that was favored by ATT’s predecessor Edge Wireless, or the adjacent locations; and second, it fails to address available stealth technology. But the City staff advised it was “disinclined” to take further action in enforcing the continuing CUP conditions.

The ATT submission is troubling. As for location, it omits the old Elkhorn golf clubhouse and the adjacent Elkhorn ski lift. The clubhouse was Edge’s favored location in 2007, presumably providing the best wireless coverage, and has new ownership. Available records show these properties are now owned by the Sun Valley Company and the Sun Valley Elkhorn Association, two organizations which have historically pursued the best interests of the Sun Valley community. These locations, and perhaps others, should be pursued. The locations listed by ATT in its submission likely reflect no new effort to find more appropriate alternatives, as they were rejected in 2007 as deficient in coverage or as having obvious terrain obstacles. As for concealment, missing is any consideration of available stealth technology, which comes in many forms. A cursory look at approaches catalogued on *stealthconcealment.com* makes that clear. ATT merely mentions a combination of antennas. Much more could be done to address concealment.

4. The problem is a continuing one, larger than even the recently expanded tower.

The next expansion of the tower could constrain the City's control of development because of recent FCC rule-making that became effective in 2015. The FCC rules provide that a municipality *must* approve the expansion of an existing tower or the addition of other towers (called collocation) where there is an existing tower if the resulting increase in physical size is not "substantial." In a tortuous use of language, the rules define an extension of less than 20 feet from either side of a tower as not substantial. That amounts to nearly 40 feet of potential additional visibility. Importantly, however, the FCC rules defer to municipal authorities as to other terms of their initial site approvals.

"A modification substantially changes physical dimensions ... if it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower by more than twenty feet... [**unless the modification**] would defeat the concealment elements [or would] not comply with conditions associated with the siting approval [other than size]." (7) (Emphasis added) The FCC has said that this exception "properly preserves municipal authority to determine which structures are appropriate for wireless use and under what conditions..." as reflected in the initial siting approval. (8)

5. REMEDY: The way forward is simple and commonsensical.

Consistent with the FCC regulatory scheme described above, the City should use the conditions of its initial siting approval (the CUP), specifically those in Condition 3, require a review to (i) determine the most appropriate location for the cell tower and (ii) wherever that location, require adequate measures for its concealment. Given the multiple mistakes by the City, compounded over many years, the final determination should be made after active involvement of the City in both finding an appropriate site and the concealment of the tower. An appropriate forum for this is a public hearing to modify the CUP.

6. Our concerns are neither isolated nor new.

Our have been repeatedly raised by others in the Sun Valley community. Attached are letters from concerned property owners who continue to object to the cell tower and the City's handling of this matter. (Attachment 4)

We all depend upon our elected officials to protect our property values. Due process requires that our public officials do their job in this matter.

Footnotes:

- (1) Section 9-3K-6, Sun Valley City Code.
- (2) P&Z Findings of Fact, Conclusions of Law and Decision, December 13, 2007, paragraph 4.
- (3) Findings of Fact, Conclusions of Law and Decision (CUP 2007-04), p. 3.
- (4) Planning and Zoning Commission, Public Hearing Notice, Meeting to be held on Thursday, January 23, 2014, paragraph 4.
- (5) Findings of Fact, Conclusions of Law and Decision (CUP 2007-04), p. 3.
- (6) *Id.*
- (7) FCC Regulation Section 1.40001, 80 Federal Register 1270 (January 8, 2015).
- (8) FCC Report and Order, dated October 17, 2014 (FCC 14-153), paragraph 200.

Attachments:

Attachment 1 -- Letter, dated August 19, 2015, from Ned Williamson to Mayor and City Council

Attachment 2 -- Picture of expanded cell tower as built, submitted by ATT

Attachment 3 -- Letter, dated October 28, 2015, from Ned Williamson addressing the legal necessity for a modification of the CUP

Attachment 4 -- Sample of letters from concerned Sun Valley property owners

ATTACHMENT No. 1

Letter dated August 19, 2015

NED C. WILLIAMSON
ATTORNEY AT LAW
115 SECOND AVENUE SOUTH
HAILEY, IDAHO 83333
(208) 788-6688
FAX (208) 788-7901

August 19, 2015

Mayor Dewayne Briscoe
City Council Members
City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353-0416

Re: Elkhorn – Sage Creek Cell Tower

Dear Mayor and City Council:

My clients, Irwin and Ann Sentilles, have been trying for nearly a year to have the City address substantive and procedural issues that concern the AT&T cell tower at the Sage Creek water facility. The tower is an unsightly structure directly adjacent to the Sentilles home and visible throughout their and the surrounding neighborhoods. AT&T enlarged the cell tower in 2014. A letter we sent to Mayor Briscoe in November 2104 (which is enclosed) outlines the pertinent history of the cell tower and the issues it presents.

Our efforts have included meetings with the Mayor, the City Attorney and two Community Directors. After I had several conversations with staff, the interim Community Development Director John Gaeddert informed AT&T that it must now seek a modification of the original conditional use permit granted in 2008 to AT&T's predecessor, Edge Wireless (the "CUP"). It appeared that AT&T was proceeding with an application to modify the CUP; but then in a letter dated July 6, 2015, AT&T informed the City that a modification of the CUP was not required.

We were advised by the City Attorney on July 13, 2015, that the City will "abide by AT&T's position"¹ and is "disinclined" to take any action. We object to the inaction of the City, and given the repeated failures of AT&T and the City in this matter, I am writing to call this "disinclination" to your attention.

¹The contentions of AT&T can be quickly addressed. AT&T believes a new CUP is not needed. We never asked for a new CUP. We asked for a modification of the CUP as required by Condition No. 1 of the CUP. AT&T argued that staff made thorough findings under the design review criteria. A review of design review criteria is no substitute for a review of conditional use permit standards. AT&T seems to argue that local review would be futile under federal law. But federal law does not preclude a municipality from applying its ordinances or enforcing prior permits. Lastly, AT&T argues my clients are time barred. AT&T fails to address the due process violations, described in our prior correspondence, of requirements that are conditions precedent to any valid land use decision.

COPY

The AT&T cell tower has been problematic from the beginning. In 2007, after several hearings and much review, P&Z denied the application for the original tower as “inappropriate” for the neighborhood. That denial was overturned in 2008 by the City Council and Mayor Willich in a single meeting. The current “disinclination” occurs after subsequent repeated failures by the City to monitor the CUP and to enforce its cell tower ordinance. Here are some of the highlights:

- In 2013, AT&T failed to submit information required in Condition No. 3 of the CUP, and the City did nothing to enforce the CUP. Condition No. 3 has critical monitoring requirements. Condition No. 3 requires evidence periodically that there are not more appropriate locations for the facility and that there is no equipment that would reduce the visibility of the facility.
- In 2014, the City sent out a public notice for design review for changes to the tower which incorrectly stated that it involved no modifications to structural elements when, in fact, the antenna array more than doubled in size. “It is a well settled principle that notice and hearing requirements in zoning enabling acts are conditions precedent to the proper exercise of the zoning authority.” *Citizens for a Better Government v. County of Valley*, 95 Idaho 320, 322, 508 P2d 550, 552 (1973).
- Condition No. 1 of the CUP expressly requires a modification to the CUP if there is a modification to the facility. But the City is now “disinclined” to require a modification of the CUP.

Only after we informed the City that AT&T had failed to provide the information required in Condition No. 3 of the CUP did the City request a response from AT&T. But AT&T has responded in its July letter in an incomplete and conclusory fashion.

- AT&T’s response alleges it addressed alternative locations. But AT&T fails to address the one location that had been initially favored by Edge. The record shows that the current site was not the first choice of Edge.
- AT&T states in a conclusory fashion that there is a consolidation of two antennas. But there is dearth of analysis as to whether there is other technology which would reduce the visibility and size of the facility.
- AT&T states it has received no complaints other than from my clients. But AT&T fails to mention that the dead landscaping surrounding the cell tower was the subject of complaints at a 2014 P&Z meeting. In February 2015, the City received several letters from Sage Creek neighbors objecting to the tower expansion. Moreover, in April 2015, the City received a letter from the Sun Valley Elkhorn Association concerning the need for careful review and public hearings regarding the tower.

Mayor Dewayne Briscoe
City Council Members
City of Sun Valley
August 19, 2015
Page 3

The bald assertions of AT&T should be analyzed, not summarily accepted. The City should take an active role in testing whether an alternative site exists and whether less visible equipment is available, as the CUP requires.

These are serious due process violations. But they can be easily corrected by conducting a correctly noticed hearing of an application to modify the CUP -- provided the City actively participates in the review process.

Even though the City's ordinance is designed to protect residential neighborhoods from the deleterious impacts of cell towers, even though AT&T has violated the CUP, and even though the CUP could be revoked (*see Sun Valley Municipal Code, § 9-5B-2(C)(6)*), the City administration is "disinclined" to require AT&T to comply with the CUP and the City Code. In our view, this position does not represent responsible public service.

Despite our extraordinary efforts to correct the quagmire created by Edge, AT&T and the City, City staff or the City administration is "disinclined" to enforce the CUP. However, it was the City Council which approved the CUP in 2008 and required continuing conditions for the conditional approval it provides. It is thus incumbent on the City Council, not the city administration, to enforce the CUP conditions.

My clients have been asking the City to do its job since they and their neighbors first discovered that the 2014 change of the AT&T facility was not what they had been told it would be. It is long past time for the City to act. "Disinclined" is not due process. We call upon the City to become active in this matter and to conduct a proper hearing on the merits as has been required since 2008.

Sincerely,



Ned C. Williamson

NCW/jrs
Encl.

cc: Adam King (w/ encl.)
Jae Hill (w/ encl.)
Irwin and Anne Sentilles (w/o encl.)

NED C. WILLIAMSON
ATTORNEY AT LAW
115 SECOND AVENUE SOUTH
HAILEY, IDAHO 83333
(208) 788-6688
FAX (208) 788-7901

November 4, 2014

COPY

Mayor DeWayne Briscoe
City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353-0416

Re: Elkhorn – Sage Creek Cell Tower

Dear Mayor Briscoe:

I represent Irwin and Ann Sentilles who have had a house at 212 Lupine Street in Elkhorn since 2003. The Sentilles' house is directly below the Sage Creek water tank property, owned by the Sun Valley Water and Sewer District, on which a cell tower was located in 2007. Based on the troubling history of the location of cell tower and the possibility of collocation of other towers at this site, my clients are gravely concerned about the impact of the cell tower on their property. In this letter, I will outline the pertinent history and the series of mistakes which, unless remedied by the City, will continue to adversely affect the Sage Creek residential area, the natural beauty of Elkhorn and Sun Valley as well.

I. PERTINENT HISTORY

1. The 2007 Application.

In 2007, Edge Wireless submitted conditional use permit (CUP) and design review applications to locate a new cell tower on the Sage Creek water tank. The facility consisted of a 20 foot mounting pole with two antenna panels on that pole. The staff report for 2007 application states that there was no evidence the applicant submitted any analysis whether there was a feasible alternative as required by §9-3K-6 of the Sun Valley Municipal Code. The staff report further questioned whether the applicant employed all practical means to reduce the visual impact of the cell tower. The staff report also expressed a significant concern that the site could be used for collocation of future antennas. When discussing prior efforts to conceal the Sage Creek water tank, the staff report correctly noted “[i]t would be a mistake to undo those effective efforts of the past by now allowing a large collocation facility for wireless antennas and equipment to sit on the hilltop location above existing residential areas in an important natural view area.”

On the same date as the staff report, the applicant submitted what it purported was an alternative site analysis which simply showed the area of poor or non-existent cell coverage in Elkhorn and listed only four alternatives. Later, the applicant submitted yet another purported site analysis. That subsequent submission merely stated that the applicant approached two landowners, but the landowners declined to place the cell tower on their properties. The applicant asserted, following these cursory submissions, that the Sun Valley Water and Sewer District had one feasible site – the Sage Creek water tank.

2. The 2007 Application – P&Z.

The Sun Valley Planning and Zoning Commission subsequently conducted two public hearings and eventually denied the CUP and design review applications. Notably, the Commission found “[t]he cell tower is inappropriate to the location, the lot and the neighborhood, and is not compatible with the uses permitted in the applicable zoning district because of a skylining effect on adjacent land uses and visual impact upon the open quality and character of the natural hillside and viewshed.”

3. The 2007 Application – City Council.

The Commission’s decision was appealed to the Sun Valley City Council. Even though the application was on appeal, the Council conducted a *de novo* proceeding. According to the Findings of Fact and Conclusions of Law, the City Council conducted one hearing, took comments and conducted a site visit. The Council then approved the CUP and design review applications without explaining how the Commission erred.

4. The 2014 Application.

In 2013, AT&T as successor of Edge Wireless submitted a design review application to “retrofit” the cell tower by replacing the two antenna panels. Originally, the panels were 4’4” in length and 14” wide. The application sought to replace the panels with two new panels 8’ long and approximately 12” wide. In addition, the existing 4” pole was proposed to be replaced with a new 6” pole. The notice for the P&Z Commission’s hearing merely states that the application is for “equipment and antenna upgrades to an existing wireless communication facility. No modifications to the pump house structure or structural elements of the facility are proposed.”

The facility was constructed this summer. Contrary to the notice about the “retrofit,” the new facility nearly doubled in size. Two additional poles were attached to the enlarged pole, the antennas were placed on these additional poles and numerous external cables were connected to the expanded array. The profile was materially changed and the facility was materially modified.

II. PROBLEMS

1. The 2007 Council Decision Is Erroneous.

Even though Edge Wireless belatedly submitted a purported analysis of alternative sites, its submission did not comply with the strict standard set forth in §9-3K-6 of the Sun Valley Municipal Code which requires the applicant to demonstrate “no other feasible alternative to the proposed location.” It is not enough to simply state that a couple of private landowners declined to allow a cell tower on their properties. §9-3K-6 justifiably establishes a difficult standard. There are numerous sites on the neighboring hills which could serve Elkhorn and be less intrusive to its residential community. Therefore, the applicant failed to establish no feasible alternative.

It was also erroneous for the Sun Valley City Council to conduct a *de novo* review during the appeal. The City conducted a *de novo* hearing when it was legally limited to conducting an appeal. In doing so, it failed to give the Commission’s findings the required deference. The standard of review for an appeal is different than the standard of review for a public hearing. In an appeal, a final decision by a Planning and Zoning Commission should be afforded great weight and in this case, the appeal should only be reversed if the Commission’s findings of fact were not supported by substantial evidence or were arbitrary, capricious or an abuse of discretion. *See e.g., Idaho Code § 67-5279.*

2. The 2014 Notice is Not Proper.

As noted earlier, the notice for the 2014 design review states the application was for upgrades and there were no modifications. A reasonable person reading the notice would not have been notified that there would be any additions to the cell tower. As it turns out, the expanded array is approximately two times larger and involves more poles and external cables that change the visual profile materially. Sun Valley’s zoning ordinance requires a description of the application in all notices to property owners. *Sun Valley Municipal Code, §9-5A-7(B)(1)(b).* The notice for the 2014 application utterly fails to describe that the application would expand the array so materially. Stated differently, the notice violates procedural due process. “It is a well settled principle that notice and hearing requirements in zoning enabling acts are conditions precedent to the proper exercise of the zoning authority.” *Citizens for a Better Government v. County of Valley*, 95 Idaho 320, 322, 508 P2d 550, 552 (1973).

3. The 2014 Approval Violates the 2007 Council Decision.

In 2007, the Sun Valley City Council held “[a]ny future modifications to the facility or its structural elements shall require City approval of a modification to this Conditional Use Permit.” *See Condition No. 1, Findings of Fact, Conclusions of Law and Decision (CUP 2007-04), p. 3.* The 2014 Planning and Zoning Commission failed to require the applicant to obtain a

modification to the 2007 CUP. Absent a properly noticed hearing on a request for modification to the conditional use permit and an actual modification to the conditional use permit, the Planning and Zoning Commission did not have jurisdiction to consider the 2014 application. In short, there was no authority to approve the 2014 design review application without a modification to the 2007 conditional use permit.

4. Future Location of Other Antennas is Encouraged.

§9-3K-4 of the Sun Valley Municipal Code provides that collocation of other antennas is encouraged. In 2007, the Community Development Director correctly noted that approval of the Sage Creek water tank as a cell tower site would encourage collocation. Collocation may be theoretically desirable because the impact of cell towers would be consolidated. But collocation is not appropriate when the original site is not appropriate and was chosen erroneously.

III. SOLUTIONS

Based on this history, it is clear that the original 2007 decision is erroneous and that the 2014 decision was made without proper notice or authority. Stated differently, the current facility should not have been permitted and the wrong result should not be compounded now or in the future. As a result, we respectfully request that the City remedy the problem as follows:

First, the City should adopt a new ordinance prohibiting wireless communication facilities within 500 feet of residential properties and develop a strategy to eliminate existing nonconforming uses. Pending such adoption and elimination, the existing zoning code should be amended to prohibit the enlargement of a wireless communication facility within 500 feet of residential properties and eliminating collocation as a factor to be considered in locating a wireless communication facility within 500 feet of residential properties.

Second, as required by the 2007 Council decision, the City should conduct a hearing to consider a modification of the 2007 CUP to address the deficiencies in the prior proceedings. Considering the City Council conducted a *de novo* hearing in 2007 and required the modification, we believe the Council should also conduct the modification hearing.

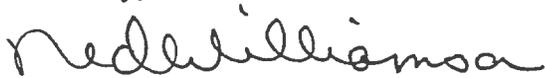
Third, if the Council approves the modification, then it should require that a design review hearing be again conducted, after proper notice, for the 2014 application in accordance with the modification.

Simply put, we believe the record clearly demonstrates that the present facility is wrong. It is wrong based on legal principles and as a matter of sound public policy. It is wrong to leave unremedied a mistake caused by a prior administration. And it is wrong to allow a mistake to be compounded now or in the future. Sun Valley can certainly do better than the record shows in this matter. Sun Valley and its residents deserve better.

Mayor DeWayne Briscoe
City of Sun Valley
November 4, 2014
Page 5

I would encourage the City to discuss this matter with us. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Ned C. Williamson". The signature is written in a cursive style with a large, looping initial "N".

Ned C. Williamson

NCW/jrs

cc: Sun Valley City Council
Adam King, Esq.
Mark Hoffman
Sun Valley Elkhorn Association
Clients

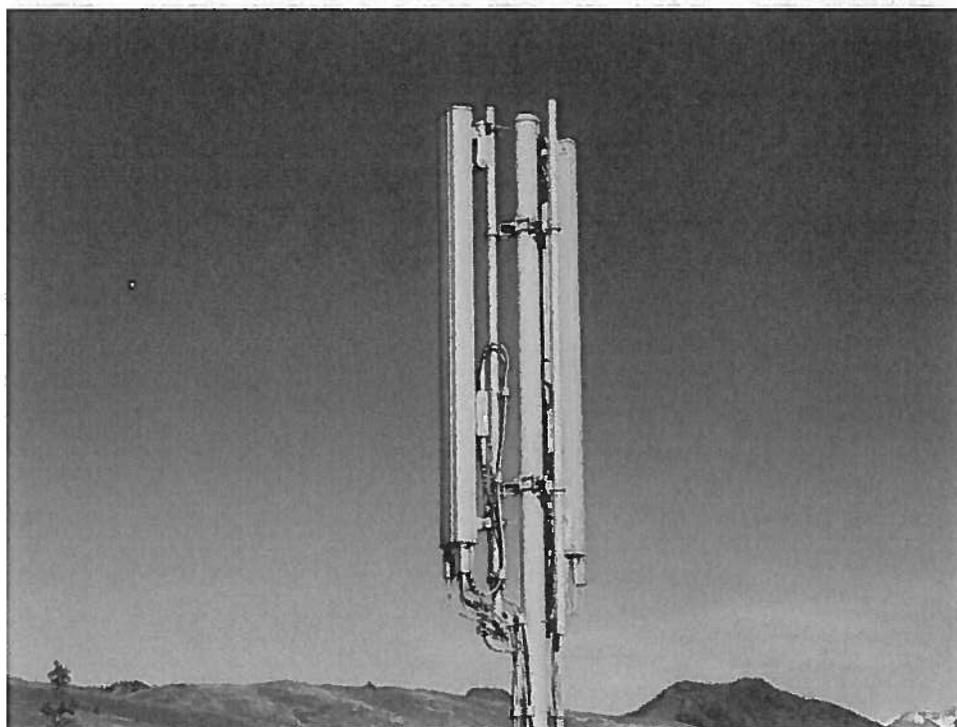
ATTACHMENT No. 2

Photo of Existing
Enlarged Cell Tower

Site Name: Elkhorn
Site FA: 10130455



WATERFORD
COMPLIANCE... FROM START TO SIGNAL



AT&T Mobility Alpha and Beta Sector Antennas #1 through #2

ATTACHMENT No. 3

Letter dated October 28, 2015

NED C. WILLIAMSON
ATTORNEY AT LAW
115 SECOND AVENUE SOUTH
HAILEY, IDAHO 83333
(208) 788-6688
FAX (208) 788-7901

October 28, 2015

Mayor Dewayne Briscoe
City Council Members
City of Sun Valley
P.O. Box 416
Sun Valley, ID 83353-0416

Re: Elkhorn – Sage Creek Cell Tower

Dear Mayor and City Council:

My clients are grateful for your decision to discuss the issues involving the Sage Creek cell tower. It has been an arduous task just to get before the Council and have the opportunity to address the problems with the cell tower. In several letters, we have outlined the legal, factual and procedural problems. *See* letters dated November 4, 2014 and August 19, 2015. In this letter, I will focus on some basic legal principles.

First, the Sage Creek conditional use permit issued in 2008 (“CUP”) creates a mandatory procedure. Condition No. 1 of the (“CUP ”) expressly requires a modification to the CUP if there is a modification to the facility. The 2014 modification to the cell tower clearly increased the scope and size of the cell tower but there was no modification to the CUP. It is important to recognize that a conditional use permit allows a use provided that any conditions are satisfied. *Idaho Code § 67-6512*. The applicant’s predecessor sought a conditional use permit. The applicant’s predecessor did not appeal any of the conditions and therefore accepted the conditions set forth in the CUP. In several contexts, the courts require compliance when language is mandatory. *See e.g., Fischer v. City of Ketchum*, 141 Idaho 349, 109 P.3d 1091 (2005)[a requirement that an engineer certify a conditional use application could not be waived]; *Engle v. Blaine County*, Blaine County Case No. CV-2014-392, -429, -494 and -515 [mandatory subdivision standards cannot be waived]. In other words, Condition No. 1 is mandatory and cannot be ignored or waived.

Second, once an application for a modification to the CUP is considered, the mandatory standards in the Article K, Wireless Communication Facilities, must be considered. Like Condition No. 1, Section 9-3K-7(B) provides “[a]ll project applications shall adhere to the following criteria:” This section establishes mandatory criteria involving height and visual

Mayor Dewayne Briscoe
City Council Members
City of Sun Valley
October 28, 2015
Page 2

impact. In pertinent part, the criteria states that “applicants shall employ all practical means to . . . reduce their visual impact, including: [u]se of the smallest components necessary to provide service that are in use or proposed for use within Blaine County” and “shall be designed to visually and operationally blend into the surrounding area.” §9-3K-7(B)(3)(a) and (c).

Third, we anticipate AT&T will again argue that our efforts to require a modification to the CUP may time barred. In a letter dated July 6, 2015, AT&T made such an argument. There are several legal problems with this argument. “It is a well settled principle that notice and hearing requirements in zoning enabling acts are conditions precedent to the proper exercise of the zoning authority.” *Jerome County v. Holloway*, 118 Idaho 681, 684, 799 P.2d 969, 972 (1990); *accord Citizens for Better Government v. County of Valley*, 95 Idaho 320, 322, 508 P.2d 550, 552 (1973). As we have established before, the notice of the design review hearing conducted in 2014 incorrectly stated that it involved no modifications to structural elements when, in fact, the antenna array nearly doubled in size. Moreover, since there was no hearing on the modification of the CUP, there of course was no notice for such a modification to the CUP. Stated differently, there has not been a proper exercise of the zoning authority required for either or both the design review and conditional use permit modification. Therefore, my clients are not precluded from challenging the failure to notice the design review or the failure to conduct a hearing on a modification to the CUP.

Again, we want to thank the council for discussing this matter. Assuming I can overcome my technological deficiencies, I hope to have a PowerPoint presentation for the November 5, 2015 meeting at which time Irwin and I hope to highlight our position. Thank you.

Sincerely,



Ned C. Williamson

NCW/jrs
Encl.

cc: Adam King (w/ encl.)
Jae Hill (w/ encl.)
Irwin and Ann Sentilles (w/o encl.)

ATTACHMENT No. 4

Sample Letters from Sun Valley Citizens

From: Judith Biggs
Subject: [REDACTED]
Date: October 25, 2015 at 5:20 PM
To: [REDACTED]
Cc: [REDACTED]

Mayor Dewayne Briscoe
City Council Members
City of Sun Valley
Sun Valley, ID 83353

Dear Mayor Briscoe and City Council Members:

I am writing to add my voice to those of other Elkhorn neighbors in opposition to the enlarged AT&T cell tower in the Sage Creek location. We have individually over the last year filed our complaints and endeavored to find out what role the elected officials of our local City government have played in assuring that developments such as the aforementioned cell tower do not have an adverse effect on our neighborhood. My own objection to this unsightly addition to our landscape was an August 2014 letter I wrote to the Sun Valley Elkhorn Association. The SVEA did NOT do its duty in representing the property owners' interests when approving the siting of the AT&T tower in the original hearings and, even more blatantly, in subsequently approving a substantial enlargement of the tower. Visible now from more distant Elkhorn properties (such as mine at 228 Bluebell Rd., and that of my neighbor, Julian Robertson, at 226 Bluebell Rd.), that enlargement is a grotesque structure that looks like an escapee from Disney World.

I join the case made by Irwin and Ann Sentilles and several other homeowners whose properties on Lupine Rd. are most severely impacted by the tower. Their lawyer, Ned Williamson, has presented a history of the process whereby AT&T was granted permission to erect the cell tower in the Sage Creek location. This history gives indisputable evidence of the City Council's failure to take into account the neighborhood's interests when considering the best possible (and/or least offensive to the adjoining neighbors) site for the cell tower. It seems that 'Big Business' got its way all too easily, with the City Council shirking its responsibility to the citizens whose interests it is supposed to advocate and protect.

In order to correct and/or compensate for past dereliction in decision-making and subsequent oversight of the AT&T cell tower fiasco, I would urge the Mayor and City Council Members to review carefully the detailed history of what has taken place since 2007. The present 'disinclination' of City government staff and administration to act, albeit belatedly, in the interest of the Elkhorn neighborhood does not give due process to these citizens of Sun Valley, whose interests have been both ignored and violated. The inescapable conclusion is that these City employees are not providing honest and responsible public service.

I would hope that the City Council will re-open the question of the MOST suitable location for the AT&T cell tower. In the meantime, until a more appropriate site for the tower is identified, the Council needs to address more seriously the matter of concealing the present eyesore, and follow up that AT&T is actually doing the required and promised job of adequate concealment.

Sincerely,

Judith L. Biggs

Judith L. Biggs
228 Bluebell Road
Sun Valley, ID 83353

11809 Lake House Court
N. Palm Beach, FL 33408

TO: Mayor Dewayne Briscoe
City of Sun Valley

Date: January 2015

Re: Elkhorn -- Sage Creek Cell Tower

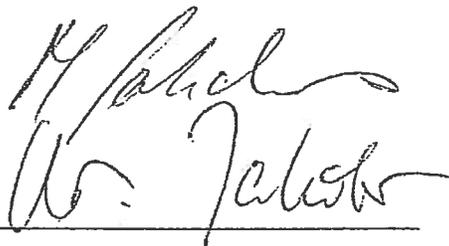
Dear Mr. Mayor:

We join our neighbors Irwin and Ann Sentilles in protesting the Sage Creek cell tower adversely impacting our neighborhood.

P&Z got it right in 2007 when it concluded "[t]he cell tower is inappropriate to the location, the lot and the neighborhood, and is not compatible with the uses permitted in the applicable zoning district." Unfortunately, the P&Z conclusion was confirmed last summer with the surprising expansion of the cell tower. The summer modifications substantially changed the physical dimensions of the tower, enlarging its profile to a substantial extent. And we are deeply concerned that the impact of the tower will be compounded in future years by collocation of other towers at the site. All of this adversely affects our property values and the enjoyment of our property and detracts from the beauty and sight lines of our Elkhorn hills.

We call upon you to remedy the situation with all deliberate speed. Thank you for your attention.

Very truly yours,



Name: Manfred and Christine Jakob

Address: 213 Lupine RD

Sun Valley, ID 83353

OCTOBER 27, 2015

MANA LUPINE, LLC
210 LUPINE RD
SUN VALLEY, ID 83353
EMAIL: cmbarker@cox.net
PH: (208) 720-3690

MAYOR DEWAYNE BRISCOE
CITY COUNCIL MEMBERS
CITY OF SUN VALLEY
PO BOX 416
SUN VALLEY, ID 83353

RE: ELKHORN- SAGE CREEK CELL TOWER

DEAR MAYOR & CITY COUNCIL:

WE FEEL THAT NED WILLIAMSON'S LETTER OF AUGUST 19, 2015 MORE THAN ADEQUATELY OUTLINES OUR SHARED CONCERNS REGARDING THE SAGE CREEK CELL TOWER.

AS OUR PROPERTY IS DIRECTLY ADJACENT & VISUALLY IMPACTED BY THE TOWER LOCATION, WE WOULD LOUDLY ADD OUR VOICES TO THAT OF OUR NEIGHBORS TO CALL ON THE CITY COUNCIL TO ENFORCE THE CODES AND CUP CONDITIONS.

RESPECTFULLY SUBMITTED,
ED McCall

letter to SUN VALLEY 10-27-2015

CITY OF SUN VALLEY

RESOLUTION 2015-30

A RESOLUTION OF THE CITY OF SUN VALLEY AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH MOUNTAIN RIDES

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

WHEREAS, Pursuant to Idaho Code § 50-301 and § 50-302, the City 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; and

WHEREAS, Mountain Rides Transportation Authority is an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #629888 in Blaine County, Idaho (recorded 9/29/15);

WHEREAS, the City desires to enter into an agreement with Mountain Rides to provide transportation services for the City and to residents and visitors of Sun Valley, including operating, managing, and running a transportation system which meets the needs and demands of both the residents and tourists of Sun Valley; and

WHEREAS, the City of Sun Valley and Mountain Rides have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto as “Exhibit 1”; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO,

SECTION 1: That the City of Sun Valley has approved funding for services with Mountain Rides in the amount of two hundred sixty-five thousand dollars (\$265,000.00).

SECTION 2: That the Mayor is hereby authorized to execute an FY 16 Contract with Mountain Rides.

SECTION 3: That this Resolution shall be known as Resolution No. 2015-30 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 NOVEMBER 2015.

Dewayne Briscoe, Mayor

Attest:

Alissa Weber, City Clerk

EXHIBIT 1

CONTRACT FOR SERVICES

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered this ~~6th~~ day of November, 2014~~5~~, by and between the **CITY OF SUN VALLEY, IDAHO**, a municipal corporation (hereinafter referred to as "the City") and the **MOUNTAIN RIDES TRANSPORTATION AUTHORITY** (hereinafter referred to as "Mountain Rides"), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument # ~~590904-629888~~ in Blaine County, Idaho (recorded ~~9/28/11~~~~9/29/15~~). This Contract is hereby entered into in contemplation of the following findings:

FINDINGS

1. Sun Valley is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument # ~~552903-629888~~ in Blaine County, Idaho.
3. The City is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic well-being from businesses catering to the recreational needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City 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. City Ordinances Nos. 389 and 456 provide for the imposition of a non-property tax on the sales price of certain property sold or otherwise transferred in the City. Pursuant to the language of the Ordinances, which were approved by the voters of the City, the municipal sales tax revenue derived shall be used for, among other things, public transportation, information, education and economic development activity.
6. Mountain Rides provides an efficient and responsive public transportation system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership, is charged with planning and implementation of multi-modal transportation technologies, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.
7. Mountain Rides' mission is to establish, implement, maintain, fund and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.

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8. The organizational goals of Mountain Rides are consistent with the purposes and findings included in Ordinance Nos. 389 and 456.
9. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce and industry of the City. It is in the best interests of the public health, welfare and prosperity of the City to provide regional transportation services.
10. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter provided.
11. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, on the basis of the foregoing findings the parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the MOUNTAIN RIDES service area, within the confines of the Mountain Rides budget. Services provided are set forth in the attached Exhibit A - ~~FY2015-FY2016~~ Service Plan. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The term of this Contract shall commence on the 1st day of October, ~~2014~~2015, and shall terminate on the 30th day of September, ~~2015~~2016.
3. Consideration.
 - (a) In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of TWO HUNDRED ~~FIFTY-SIXTY-FIVE~~ THOUSAND ~~DOLLARS~~ (\$~~250265~~,000), payable in four equal quarterly installments on ~~December-November~~ 15, 2014~~5~~; February 15, 2016~~5~~; May 15, 2016~~5~~; and August 15, 2016~~5~~. Mountain Rides will provide the City with an invoice 30 days in advance of the due dates setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
 - (b) The City's contribution to the Mountain Rides FY 201~~56~~ Budget is part of a budget adopted by the Mountain Rides Board at its regular board meeting on September ~~17~~16, ~~2014~~2015. An attachment of the adopted budget along with a revenue break out of each partner is included as Exhibit B.
 - (c) In consideration and as part of this Contract, Mountain Rides agrees to provide a mid-year report to the Sun Valley City Council including activities, ridership, financial conditions and other pertinent information helpful to assessing the current condition of the transportation system. This report will be delivered before April 1, 201~~56~~ for presentation at the April 201~~56~~ City Council meeting. In addition, Mountain Rides will provide a report and budget request to coincide with the City's budget deliberations for the next budget year.

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(d) Notwithstanding the requirements to subparagraph 3(a) above, the parties recognize and agree that payment source for the services called for herein is local option sales tax revenue. The City, as part of its budgeting process, has projected historical sales tax revenue data to determine it can retain Mountain Rides for the consideration called for herein. In the event the City fails to collect such local option tax revenue during the term of this Contract for any reason, the City may, at its sole option, terminate, or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that the LOT revenues are below the projections, this Contract upon thirty (30) day written notice to Mountain Rides. In the event of such termination, Sun Valley shall have no further responsibility to make payment to Mountain Rides under this Contract beyond the thirty (30) day notice period. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in the Mountain Rides' ~~FY2015-FY2016~~ adopted budget is not collected as expected, Mountain Rides may need to make adjustments to its adopted ~~FY2015-FY2016~~ Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually- acceptable adjusted service plan. If a mutually-acceptable adjusted service plan cannot be reached, the City can terminate this Contract upon thirty (30) day written notice to Mountain Rides.

4. Termination. The City may, at its sole discretion, terminate this Contract immediately upon 120 days written notice to Mountain Rides with or without cause. In the event of such termination, the City shall have no further responsibility to make any payment to Mountain Rides under this Contract. 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 Mountain Rides shall survive any termination of the contract.

5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. Default. In the event either party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.

7. Independent Contractor Status. The parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, 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 Contract shall be performed and rendered by Mountain Rides in a competent, efficient and satisfactory manner.

8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' 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 Mountain Rides, in

whole or in part, without the prior written consent of the City.

10. 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) Provision 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.

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

MOUNTAIN RIDES
TRANSPORTATION AUTHORITY

CITY OF SUN VALLEY
Dewayne Briscoe, Mayor

By _____
Jason Miller, Executive Director

ATTEST:

Alissa Weber, City Clerk

CONTRACT FOR SERVICES

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered this ____ day of November, 2015, by and between the **CITY OF SUN VALLEY, IDAHO**, a municipal corporation (hereinafter referred to as "the City") and the **MOUNTAIN RIDES TRANSPORTATION AUTHORITY** (hereinafter referred to as "Mountain Rides"), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #629888 in Blaine County, Idaho (recorded 9/29/15). This Contract is hereby entered into in contemplation of the following findings:

FINDINGS

1. Sun Valley is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #629888 in Blaine County, Idaho.
3. The City is a destination resort city as defined by Idaho Code § 50-1044, as it derives a major portion of its economic well-being from businesses catering to the recreational needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City 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. City Ordinances Nos. 389 and 456 provide for the imposition of a non-property tax on the sales price of certain property sold or otherwise transferred in the City. Pursuant to the language of the Ordinances, which were approved by the voters of the City, the municipal sales tax revenue derived shall be used for, among other things, public transportation, information, education and economic development activity.
6. Mountain Rides provides an efficient and responsive public transportation system which is easily identifiable, is coordinated in a manner to encourage the ease of ridership, is charged with planning and implementation of multi-modal transportation technologies, when feasible, and will seek to reduce the congestion and pollution of individual vehicular trips within Blaine County.
7. Mountain Rides' mission is to establish, implement, maintain, fund and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.

8. The organizational goals of Mountain Rides are consistent with the purposes and findings included in Ordinance Nos. 389 and 456.

9. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce and industry of the City. It is in the best interests of the public health, welfare and prosperity of the City to provide regional transportation services.

10. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter provided.

11. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, on the basis of the foregoing findings the parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the MOUNTAIN RIDES service area, within the confines of the Mountain Rides budget. Services provided are set forth in the attached Exhibit A - FY2016 Service Plan. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.

2. Term. The term of this Contract shall commence on the 1st day of October, 2015, and shall terminate on the 30th day of September, 2016.

3. Consideration.

(a) In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000), payable in four equal quarterly installments on November 15, 2015; February 15, 2016; May 15, 2016; and August 15, 2016. Mountain Rides will provide the City with an invoice 30 days in advance of the due dates setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

(b) The City's contribution to the Mountain Rides FY 2016 Budget is part of a budget adopted by the Mountain Rides Board at its regular board meeting on September 16, 2015. An attachment of the adopted budget along with a revenue break out of each partner is included as Exhibit B.

(c) In consideration and as part of this Contract, Mountain Rides agrees to provide a mid-year report to the Sun Valley City Council including activities, ridership, financial conditions and other pertinent information helpful to assessing the current condition of the transportation system. This report will be delivered before April 1, 2016 for presentation at the April 2016 City Council meeting. In addition, Mountain Rides will provide a report and budget request to coincide with the City's budget deliberations for the next budget year.

(d) Notwithstanding the requirements to subparagraph 3(a) above, the parties recognize and agree that payment source for the services called for herein is local option sales tax revenue. The City, as part of its budgeting process, has projected historical sales tax revenue data to determine it can retain Mountain Rides for the consideration called for herein. In the event the City fails to collect such local option tax revenue during the term of this Contract for any reason, the City may, at its sole option, terminate, or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that the LOT revenues are below the projections, this Contract upon thirty (30) day written notice to Mountain Rides. In the event of such termination, Sun Valley shall have no further responsibility to make payment to Mountain Rides under this Contract beyond the thirty (30) day notice period. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in the Mountain Rides' FY2016 adopted budget is not collected as expected, Mountain Rides may need to make adjustments to its adopted FY2016 Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually- acceptable adjusted service plan. If a mutually-acceptable adjusted service plan cannot be reached, the City can terminate this Contract upon thirty (30) day written notice to Mountain Rides.

4. Termination. The City may, at its sole discretion, terminate this Contract immediately upon 120 days written notice to Mountain Rides with or without cause. In the event of such termination, the City shall have no further responsibility to make any payment to Mountain Rides under this Contract. 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 Mountain Rides shall survive any termination of the contract.

5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. Default. In the event either party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.

7. Independent Contractor Status. The parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, 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 Contract shall be performed and rendered by Mountain Rides in a competent, efficient and satisfactory manner.

8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' 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 Mountain Rides, in

whole or in part, without the prior written consent of the City.

10. 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) Provision 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.

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

MOUNTAIN RIDES
TRANSPORTATION AUTHORITY

CITY OF SUN VALLEY
Dewayne Briscoe, Mayor

By _____
Jason Miller, Executive Director

ATTEST:

Alissa Weber, City Clerk

CITY OF SUN VALLEY

RESOLUTION 2015-31

A RESOLUTION OF THE CITY OF SUN VALLEY AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH KETCHUM COMPUTERS

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

WHEREAS, Pursuant to Idaho Code § 50-301 and § 50-302, the City 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; and

WHEREAS, the City desires to enter into an agreement with Ketchum Computers to provide information technology services, including network, wireless, server and workstation setup and maintenance, to the City; and

WHEREAS, the City of Sun Valley and Ketchum Computers have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto as “Exhibit 1”; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO,

SECTION 1: That the City of Sun Valley has approved funding for services with Ketchum Computers at a rate of \$145 per hour.

SECTION 2: That the Mayor is hereby authorized to execute an FY 16 Contract with Ketchum Computers.

SECTION 3: That this Resolution shall be known as Resolution No. 2015-31 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 NOVEMBER 2015.

Dewayne Briscoe, Mayor

Attest:

Alissa Weber, City Clerk

EXHIBIT 1

CONSULTING AGREEMENT

This Agreement, dated as of Nov 15th, 2015, is between Ketchum Computers, Inc., P. O. Box 5186, Ketchum, ID 83340 ("*CONSULTANT*"), and City of Sun Valley, P.O. Box 416 Sun Valley, ID. 83353 ("*CLIENT*") collectively (the "parties").

RECITALS

WHEREAS *CLIENT* desires to retain *CONSULTANT* to render consulting and advisory services for *CLIENT* on the terms and conditions set forth in this Agreement and *CONSULTANT* desires to be retained by *CLIENT* on such terms and conditions.

NOW, THEREFORE, *CLIENT* and *CONSULTANT* agree as follows:

1. Retention of Consultant; Services to be Performed. *CLIENT* hereby retains *CONSULTANT* for the term of this Agreement to perform the following consulting services for *CLIENT* ("Services"):

IT Services: Network, Wireless, Server and Workstation setup and maintenance

In rendering Services hereunder, *CONSULTANT* shall be acting as an independent contractor and not as an employee or agent of *CLIENT*. As independent contractors, neither *CONSULTANT* nor *CLIENT* shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of *CONSULTANT* or *CLIENT*, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. *CONSULTANT* shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to *CONSULTANT* under this Agreement.

2. Compensation for Consulting Services. For Services hereunder, *CLIENT* shall pay to *CONSULTANT* a fee of \$145 per hour. The minimum time to be billed for any one day for work performed at *CONSULTANT'S* location will be one half hour. The minimum time to be billed for any one day for work performed at *CLIENT'S* location will be one hour. Overtime, as defined by any hours worked outside 8:00 am to 5:00 pm Monday through Friday, is billed at time and a half.

3. Expenses. *CLIENT* shall reimburse *CONSULTANT* for all reasonable travel and other out-of-pocket expenses incurred by *CONSULTANT* in rendering Services hereunder. Travel expenses shall include the cost of any travel by personal vehicle to a location more than 40 miles from *CONSULTANT'S* primary work location in Ketchum, Idaho, the costs of any travel requiring public transportation, the costs of meals, and the costs of necessary lodging. The costs of time required for traveling shall be paid for all time *CONSULTANT* is away from *CONSULTANT'S* primary work location, but excluding any time spent on personal business or at a place of temporary lodging. *CLIENT* shall pay such reimbursement within 30 (thirty) days after receipt of appropriate receipts or documentation of the expenses.

4. Billing. *CONSULTANT* shall invoice *CLIENT* when work is completed or the 1st and 15th of the month for ongoing work, providing a listing of labor terms and expenses. Payment on invoices so provided shall be due immediately for work that is completed or Net 15 of the invoice date for ongoing work.

5. Confidential Information. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Confidential Information includes any information disclosed by either party (the "Disclosing Party"), to the other party (the "Receiving Party") either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation or should be reasonably understood to be confidential or proprietary in that its unauthorized disclosure would be harmful to the party that owns the information. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party to this Agreement.

This Agreement shall impose no obligation on the Parties with respect to maintaining the confidence of Confidential Information of the Disclosing Party that: (a) is or becomes generally known or available to the public other than as a result of a breach of this Agreement by the Recipient; (b) is known by Recipient at the time of disclosure and is not subject to restriction; (c) that is the same as or substantially the same as information independently developed by Recipient; (d) becomes available to Recipient on a non-confidential basis from a third party provided that such third party is not to Recipient's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or (e) is required by law, judicial order (subject to an appropriate protective order), or the rules of any nationally-recognized stock exchange on which Recipient's stock is traded, to be disclosed.

Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of this Agreement, the terms of this paragraph shall remain in effect.

6. Ownership of Intellectual Property. *CONSULTANT* grants and assigns to *CLIENT* all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to or directly making use of the Services. *CLIENT* shall be responsible for verifying any property rights of other parties prior to use of any work product provided under this Agreement. *CLIENT* acknowledges that the use of any design, advice, drawing or other service provided by *CONSULTANT*, its employees and agents does not relieve *CLIENT's* responsibility to execute sufficient testing and judgment to ensure that any resulting product is suitable for usage in *CLIENT's* market.

7. Software Licensing. It is the sole responsibility of *CLIENT* to obtain legal licenses for all software.

8. Term and Termination.

(a) Unless terminated at an earlier date in accordance with Section 8(b), this Agreement shall commence as of the date first written above and shall continue for one year.

(b) This Agreement shall be terminated when either party gives written notice to the other party of the intent to terminate this Agreement. *CONSULTANT* shall be entitled to receive from *CLIENT* all fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in Section 4.

9. Limitations on Liability. Except as a result of gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, punitive, special or consequential damages whatsoever, including without limitation, any such damages for loss for business profits, for business interruption, for personal injury, loss of business information, data loss, damage to reputation or for any other pecuniary or other loss whatsoever. Except as expressly provided herein, there are no warranties, express or implied, by operation of law or otherwise, for any services furnished hereunder.

***CONSULTANT* DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE.**

10. Disputes. Any action based on this Agreement, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the State of

Idaho and shall be adjudicated exclusively by a court of competent jurisdiction in Blaine County, Idaho. Prior to the filing of any action, the parties agree to mediate in good faith the dispute with the American Arbitration Association (AAA) or any other mutually acceptable mediator. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other reasonable and related expenses.

11. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

(c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both *CONSULTANT* and *CLIENT* and dated subsequent to the date hereof. Performance of work by *CONSULTANT* and/or acceptance of payment by *CONSULTANT* for work performed and/or work to be performed for *CLIENT* beyond the scope of this Agreement does not constitute acceptance by *CONSULTANT* of amendments or modifications to this Agreement nor shall they be binding. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, *CLIENT* and *CONSULTANT* have executed this Agreement as of the date set forth in the first paragraph.

Date: _____

Todd Mandeville,
Ketchum Computers, Inc.

Date: _____

[Print name]
City of Sun Valley

- 7. Presentation by Morgan Brown and Martin Flannes regarding their company Developing Green and viable green building methods.

This agenda item was removed due to a scheduling conflict of representatives from Developing Green. Mayor Thorson advised he would suggest Developing Green representatives make a presentation before the Planning and Zoning Commission.

ACTION ITEMS

- 8. **Action on Health Insurance HRA policies:**
 - a. Mayor and Council Health Reimbursement Arrangement Annual Roll-Over and Portability Policy

Council member Board moved to accept the Mayor and City Council Health Reimbursement Arrangement policy as presented, which motion was duly seconded by Council member Laird; and the question being upon the motion, a roll call vote was taken with the following result:

AYES: Council members Board, Renick, Agnew and Laird
 NAYES: None

Mayor Thorson declared the motion carried.

- b. City Staff Health Reimbursement Arrangement and Annual Roll-Over and Portability Policy

Council member Board moved to accept the City Staff Health Reimbursement and Annual Roll-Over and Portability Policy as presented, which motion was duly seconded by Council member Laird; and the question being upon the motion, a roll call vote was taken with the following result:

AYES: Council members Board, Renick, Agnew and Laird
 NAYES: None

Mayor Thorson declared the motion carried.

* * * * *

OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Council briefly discussed what might have transpired that led to the Blaine County Commissioners' decision to withdraw their previous offer to donate funds to post-tsunami relief efforts.

Council discussion ensued regarding the City's current building moratorium that was implemented to allow time for an ordinance to be drafted that would address the need for community housing in the City of Sun Valley. Highlights of the suggestions and concerns brought forth during the discussion follow:

CITY OF SUN VALLEY
MAYOR & COUNCIL HEALTH REIMBURSEMENT ARRANGEMENT POLICY

The Mayor and Council are full-time employees of the City and are eligible to receive health insurance benefits equal to those provided to other employees. In addition, the Mayor & Council may select to provide for their health insurance coverage through an existing health insurance program of their own or through a spouse's health insurance program. If one of these options is selected, the Mayor and/or Councilperson(s) may still participate in the City's Health Reimbursement Arrangement (HRA) program as follows:¹

1. The City will establish an individual HRA account for the Mayor and/or Councilperson and contribute \$1,217.40 per month to the account. The maximum total contribution over a twelve month period is \$14,608.80 and the period of time will be from January 1st through December 31st.²
2. The HRA account may be used by the Mayor and/or Councilperson(s) for the reimbursement of their health insurance premiums and/or deductibles including all dependents on the program.
3. The Mayor and/or Councilperson(s) must present to ISC, the City's HRA account managers, acceptable proof of health insurance premium payment in order to be reimbursed (i.e. payroll documentation or premium invoice).
4. The Mayor and/or Councilperson(s) must present to ISC acceptable proof of deductible payment in order to be reimbursed (i.e. doctor's receipt or Explanation of Benefits (EOB) from health insurance provider.)
5. ISC will be responsible for verifying receipts and payroll deduction documentation and will make timely reimbursements for all eligible health insurance premium costs and deductibles.
6. The maximum total reimbursement for the twelve month HRA period is \$14,608.80.
7. At the end of the twelve month period, or at anytime that the elected term of the Mayor and/or Councilperson(s) should end, any remaining funds in the Mayor's or

¹The Mayor and Council are considered a unique class under this policy and, therefore, other employees are not eligible for this HRA Program.

² The monthly and maximum annual City Contribution to the HRA accounts is calculated based upon the current per employee and dependent *premium costs* charged by Regence BlueShield of Idaho (Health Insurance) and MetLife (Dental Insurance) for City employees and the City's share of paid deductibles in the current 2004/05 health insurance policy.

	Health	Dental
Employee:	\$ 263.00/month	\$ 25.80
Spouse:	\$ 316.00/month	\$ 23.70
Children:	\$ 354.00/month (or \$118/month/child up to 3 children)	\$ 30.00
Total per month:	\$ 933.00	\$ 84.40 (family)
Total per year:	\$11,196.00	\$1,012.80

Plus: City Deductible Payment: \$2,400.00

Total Annual HRA Account Contribution: \$14,608.80

Councilperson(s) HRA account will revert back to the City and will be forfeited by the Mayor and/or Councilperson(s) if they do not have outstanding receipts to withdraw those funds. There is no roll-over provision provided in this program.

CITY OF SUN VALLEY

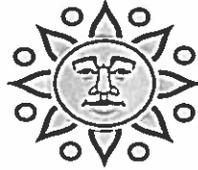
CITY STAFF HEALTH REIMBURSEMENT ARRANGEMENT ANNUAL ROLL-OVER AND PORTABILITY POLICY

Regence BlueShield of Idaho has been selected by the City of Sun Valley to provide health insurance for its full-time employees. The Health insurance plan includes a Health Reimbursement Arrangement (HRA) program. Individual employee HRA accounts are established and annually the city appropriates funds to the HRA account to help pay for employee deductibles.

It is the City's policy that at the end of each fiscal year, any unused appropriation funds in an individual's HRA account may be rolled over into the next fiscal year. The maximum amount that may be rolled over each year is seventy percent (70%) of the remaining funds. The funds may be used in subsequent years for medical costs as authorized by Regence BlueShield.

Vesting of roll-over funds occurs at the completion of three (3) years of full-time employment. Roll-over funds will at that time become available as a profitability payment to an employee should the employee leave City employment. After year three (3), an employee, upon employment termination, will be provided a payment of up to \$1,500 of any vested roll-over funds. At the end of five (5) or more years of employment, an employee will be entitled to payment of up to \$5,000 of any vested roll-over funds.

An employee receiving a profitability payment may choose to either have the payment made as income and, therefore, subject to all applicable payroll taxes and payroll benefits or the employee may select that a payment or payments be made directly for another health insurance plan.



ORIGINAL

CITY OF SUN VALLEY

CITY COUNCIL AGENDA REPORT

DATE: January 12, 2005
AGENDA: Item #7 - Action on Health Insurance HRA Policies
TO: Honorable Mayor and Council
FROM: Virginia Egger, City Administrator

BACKGROUND: In changing health insurance programs for the 2004-05 fiscal year, the Mayor and Council left two issues open for further discussion: 1) whether to accommodate any benefit for full time employees who had health insurance through another independent policy; and, 2) how to best offer an incentive to employees to effectively utilize the health insurance plan only when ill enough to require medical attention.

In terms of the first decision, after considerable discussions, the City's Personnel Committee determined that it was in the best interest of all employees that to the greatest extent possible full-time employees be on the plan to help ensure managed premiums and that employees should not be offered any incentive to leave the City's program, and that if there were extenuating circumstances, the City Administrator could determine what, if any, benefit should be provided.

The Mayor and Council, however, were identified as a unique group of full-time employees who tend to provide services to the City solely through elected office. It was decided that due to the nature of elected official's terms that special provision should be made to allow the Mayor and Council the option to either join the City's plan or remain on their own independent plan. The attached Mayor and Council Health Reimbursement Arrangement (HRA) Policy addresses the terms under which the Mayor and/or Council may participate in the City's Health Reimbursement Arrangement Program if he/she has independent health insurance.

A second policy is attached to this memo and provides for an incentive for employees to effectively utilize the health insurance plan. This policy provides for a roll-over of 70% of unused deductibles to the employees HRA at the end of the fiscal year and sets out a vesting plan for "profitability" of these funds.

COUNCIL ACTION: Council is requested to take action on both policies at the January 20th Council meeting. Action may be taken by a motion and vote. If adopted, the policies will be attached as administrative policies of the City's Personnel Policies and Procedures Manual. It is anticipated the policies will be reviewed and possibly amended when the health insurance plan is renewed annually.

**REGULAR COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS – 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
MAY 17, 2007
MEETING MINUTES**

CALL TO ORDER

The Mayor and Council of Sun Valley, Blaine County, State of Idaho, met in a Regular Council Meeting in the Sun Valley City Hall Council Chambers on May 17, 2007, at 2:00 p.m.

PRESENT: Councilpersons Nils Ribi, Lud Renick and Blair Board.

ABSENT: Councilperson Ann Agnew.

ALSO PRESENT: City Administrator Virginia Egger, City Clerk Kelly Ek, City Attorney Rand Peebles, Fire Chief Jeff Carnes, Police Chief Cam Daggett, Mike Crawford, Milt Adams, Craig Barry, Karen Bohlke, Dewayne Briscoe, Mike Goitendia, Dennis Lallman, Franz Suholdonik, Linda Thorson, Sue Bailey, Bob and Ann Wright, Dave Chase.

EXECUTIVE SESSION

MOTION

Council President Lud Renick moved to enter into an Executive Session pursuant to Idaho Code 67-2345 # F.

AYES: Councilpersons Renick, Board and Ribi

NAYES: None

The Mayor declared the motion carried.

REGULAR SESSION

The Mayor reconvened the meeting at 3:00 p.m.

PUBLIC COMMENT

The following members of the public had comments: Bob and Ann Wright, Karen Bohlke, Dewayne Briscoe, Milt Adams, Craig Barry, Franz Suholdonik and Bob Laski. There were several questions and comments about the proposed Solid Waste Ordinance, as well as questions on: bin sizes and pricing, green clean up, pick up of sod with rocks, how many stops Clear Creek makes on a solid waste pick up day, and why the change of percentage numbers from last month was so drastic. There was a lengthy discussion as Clear Creek Attorney Dennis Lallman and Clear Creek owner Mike Goitendia responded to questions.

Mike Goitendia agreed to waive the requirement for a minimum sign up of two hundred (200) people for the Green Waste Program. He proposed the cost would be \$16.70 per 95 gallon cart and that a customer can purchase as many carts as they want. The Green Waste Disposal is now set in place.

Dennis Lallman explained the reasons why the percentages changed so radically from one month to the next. The common goal is to get 75% of the citizens to use the smaller 32 gallon bins.

ACTION ITEMS

Third Reading of Ordinance 384 by Title only - Requiring all Residential and Commercial Properties to Provide for the Hauling of Trash and Recycled Commodities.

City Attorney Rand Peebles pointed out the additional provisions to the title of Ordinance 384 that he had inserted. "Providing for annexations; providing for commencement of CSWRRMP; providing for enforcement;"

MOTION

Councilperson Lud Renick moved to approve the third reading by title only of Ordinance 384 with the amended version, seconded by Ribi.

AYES: Councilpersons Ribi, Board and Renick.
NAYES: None

City Administrator Virginia Egger read aloud the amended title to Ordinance 384.
Mayor Thorson declared the motion carried.

MOTION

Councilperson Nils Ribi moved to adopt Ordinance 384 with the following changes; add to the fourth Whereas clause, third line after the word because "on a city wide basis;" Whereas clause number five, after the word disposed, add the words "is in the public interest;" Section 1, letter B add the words "on a citywide basis;" and permitting the City Attorney to make any other typographical changes needed to clarify the Ordinance, seconded by Renick.

AYES: Councilpersons Ribi, Board and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Action to Adopt Comprehensive Solid Waste Reduction and Recyclable Materials Collection Agreement # 2007-05

City Council discussed various changes to the agreement.

MOTION

Councilperson Nils Ribi moved to adopt the Comprehensive Solid Waste Reduction and Recyclable Materials Collection Agreement # 2007-05 with the following changes: page four, ii first paragraph, change to read "Clear Creek shall provide a green Waste Removal Program (GWRP) for single-family residential customers. The GWRP will operate from May 1st through October 30th of each year." page four, ii second paragraph delete "if the subscription..." and start the paragraph with "Clear Creek"; in recitals, add to # E "term which ends on August 31, 2011.;" page three change "the term shall begin three months" to "six months;" next paragraph;" and to permit the City Attorney and staff to make any grammatical or typographical changes deemed necessary to this agreement, seconded by Council President Lud Renick.

AYES: Councilpersons Ribi, Board and Renick.
NAYES: None

Mayor Thorson declared the motion carried.

Action to Adopt Resolution 2007-09- A Resolution Establishing a Fee Schedule for the Collection and Disposal of Solid Waste and Recyclable Materials and Setting Collection Standards.

Council and staff discussed changes to the document from the lengthy discussion earlier during Public Comments.

MOTION

Councilperson Nils Ribi moved to adopt Resolution 2007-09- A Resolution establishing a fee schedule for the collection and disposal of solid waste and recyclable materials and setting collection standards, with the following changes: Exhibit 1, # F, change 1 to \$18, change 2 to \$24, change 3 to \$38; Exhibit 5, second sentence delete 2008, unless... and replace with "the summer of 2007 as soon as practicable. Exhibit 5, # C, change to read "GWRP Service Commencement- Curbside collection shall commence in 2007 as soon as practicable and end on October 30th of each service year." Exhibit 5, # E, b change September to October; with changes to the three Whereas clauses as presented by City staff, and to authorize the City Attorney and staff to make appropriate typographical changes as needed, insert "Charges and" into the title after "setting" seconded by Councilperson Board.

Council President Lud Renick recommended lowering the 32 gallon container to \$17 and increasing the 68 gallon to \$25, Councilperson Nils Ribi agreed to change his motion to reflect the price change recommended

by Council President Lud Renick, seconded by Councilperson Board.

AYES: Councilpersons Board, Ribi and Renick
NAYES: None

Mayor Thorson declared the motion carried

Action to appropriate \$7,600.00 from the General Fund Contingency to the Street Maintenance Line Item 52-431-738 for City Hall & Elkhorn Fire Station Solid Waste and Recyclable Materials Receptacles
City Council members opted to approach Marlene Lowry of the Sun Valley Elkhorn Association about contributing to the funding of this project, as the recollection was that SVEA had offered to help. No action was taken at this time.

Action to approve a Change Order with C&A Paving, contractor for Dollar Road, for erosion control costs in the amount of \$10,965.00
City Administrator Virginia Egger discussed her memo, explaining that C & A paving had already installed the erosion control devices, and that engineering and design savings of \$15,780 are available to cover the costs of these erosion control measures.

MOTION

Council President Lud Renick moved to approve a change order with C&A Paving, contractor for Dollar Road, for erosion control costs in the amount of \$10,965.00, seconded by Councilperson Board.

AYES: Councilpersons Board, Ribi and Renick
NAYES: None

Mayor Thorson declared the motion carried

Action to approve CH2MHill, Inc. Scope of Services for the Dollar Road Right-of-Way Record of Survey in the amount of \$17,356.00 and to transfer to \$13,000.00 from the Elkhorn B Connector Path Line Item 50-470-813 and \$3,356.00 from the Bus Pullouts Line Item 50-470-824 to Capital Improvements Fund Line Item 50-470-823 (Dollar Road) to fund the expenditure.
Council discussed the Ch2MHill scope of services for the Dollar Road Right-of-Way Record of Survey and determined not to pursue it at this time and instead record the Grants of Exclusive Easements with Blaine County.

MOTION

Councilperson Nils Ribi moved to rescind the requirement set forth on April 17th to obtain a record of survey for the Easement recently obtained by the Sun Valley Company, but to record with Blaine County the two exclusive Grant Easements, seconded by Board.

AYES: Councilpersons Board, Ribi and Renick
NAYES: None

Mayor Thorson declared the motion carried

Resolution 2007-10 Adopting a City of Sun Valley Elected Officials Compensation Policy
The Mayor described his formula for the Sun Valley Elected Officials Compensation Policy. City Council discussed the proposed Resolution and did not move to adopt. The Resolution died due to a lack of motion.

First Reading of Ordinance 385 - Establishing Mayor and City Council Compensation beginning January 1, 2008
Council discussed the following: compensation, public service positions, keeping the City of Sun Valley's salaries in parity with Ketchum and Hailey, gift outstanding service with a bonus, the significant increase in the workload for City Council, the difference between volunteerism and public service: with volunteerism, you may quit at any time, public service is a four year commitment, the fact that there has been no salary increase for Council in at least seven and a half years and the suggestion of Council President Lud Renick

to increase City Councils salary from \$12,000 to \$15,000 and increase the Mayor's salary from \$18,000 to \$21,000.

MOTION

Councilperson Renick moved to approve the first reading by title only of Ordinance 385- Establishing Mayor and City Council Compensation beginning January 1, 2008 with the following changes: delete the first Whereas statement; second Whereas statement, end the sentence after the word "compensation" and delete the rest of the sentence. Section 1A, change \$31,000 to \$21,000; paragraph b, change \$15,952 to \$15,000 and delete the [or such...] sentence; Section 1C, after vesting to add "or wellness benefit", seconded by Board.

AYES: Councilpersons Board, Ribi and Renick.
NAYES: None

Mayor Thorson declared the motion carried.

City Administrator Virginia Egger read aloud the title to Ordinance 385.

City Attorney recommended the following change to the title, delete "Fixing" and enter "Increasing."

Action to approve an Administrative Service Agreement with ICMA-RC for Administration of Public Employee 401 Contributions

City Attorney Rand Peebles recommended approving the agreement subject to either removing the indemnification clause, or modifying it to his satisfaction. Additional discussion took place.

MOTION

Councilperson Nils Ribi moved to approve an Administrative Service Agreement with ICMA-RC for Administration of Public Employee 401 Contributions to commence on August 1, 2007, appropriating up to \$1,000 to pay City fees, subject to the indemnification clause being removed or modified and approved by City Attorney, and seeking to shift the quarterly fee to the employee, seconded by Board.

AYES: Councilpersons Board, Ribi and Renick.
NAYES: None

Mayor Thorson declared the motion carried.

CONSENT CALENDAR

Approval of Council Minutes of April 17, 18, and 19, 2007

Financial Statements for the Month of April, 2007

Authorize Payment of Bills for May, 2007 When Due

Authorize Payroll for May, 2007

Action to set the FY 2007-08 Budget Hearing Date for August 16, 2007, 3:00 p.m. in the Council Chambers, City Hall, 81 Elkhorn Road, Sun Valley.

Councilperson Nils Ribi asked to remove the minutes and the financial statement from the consent calendar.

MOTION

Councilperson Blair Board moved to approve Consent Calendar items 12 and 13, seconded by Ribi.

AYES: Councilpersons Board, Renick and Ribi.
NAYES: None

Mayor Thorson declared the motion carried.

Council President Lud Renick left the meeting at 6:45 p.m.

The following changes to the minutes of April 17, 2007 were recommended: change "Regular" to "Special" in the first sentence; page 3, second bullet point, after Ordinance add "remains as presented," 3rd line from bottom, typing error on the word school. April 18, 2007, Change "Regular" to "Special" in the first sentence, in ALSO PRESENT spell Marty Orwig correctly, page 2, fourth line from the bottom, delete "with establishing a" and insert "to review", page 3 in the first motion, delete the word the, as discussed and insert the word "no" to read "with no changes." April 19, 2007, page 3, 1st paragraph, second line from the bottom, insert the word

"some" before "Council members," at the end of the first paragraph add the sentence " Council member Ribi stated he disagreed with option two but felt the passage of the overall Ordinance was important."

MOTION

Councilperson Blair Board moved to approve the Minutes from April 17, 18 and 19 with the changes recommended, seconded by Councilperson Ribi.

AYES: Councilpersons Board and Ribi
NAYES: None

Mayor Thorson declared the motion carried.

The Mayor and Council member Nils Ribi asked a couple of questions on the financials, to which City Administrator Virginia Egger and Finance Manager Michelle Frostenson responded.

MOTION

Councilperson Nils Ribi moved to approve the Financial Statements for the Month of April, seconded by Councilperson Board.

AYES: Councilpersons Board and Ribi.
NAYES: None

Mayor Thorson declared the motion carried.

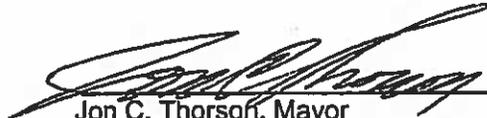
ADJOURNMENT

MOTION

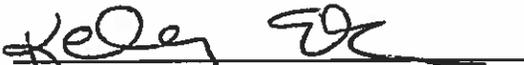
Councilperson Blair Board moved to adjourn, seconded by Ribi.

AYES: Councilpersons Board and Ribi
NAYES: None

Mayor Thorson declared the meeting adjourned at 7:00 p.m.


Jon C. Thorson, Mayor

ATTEST:


Kelly Ek, City Clerk

**REGULAR COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS – 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
JUNE 21, 2007, 3:00 P.M.**

CALL TO ORDER

The Mayor and Council of Sun Valley, Blaine County, State of Idaho, met in a Regular Council Meeting in the Sun Valley City Hall Council Chambers on June 21, 2007, at 3:00 p.m.

PRESENT: Councilpersons Nils Ribi, Lud Renick, Ann Agnew and Blair Board.

ABSENT: None

ALSO PRESENT: City Clerk Kelly Ek, Fire Chief Jeff Carnes, Police Chief Cam Daggett, Community Development Director Mark Hofman, Associate Planner Marisa Nelson, Dan Pincetich, Gary Stivers, Pru Hemmings, Kathy Wygle, Kevin Laird

**PROCLAMATION RECOGNIZING THE COMMITMENT AND SERVICE OF
COUNCILPERSON ANN AGNEW TO THE CITY OF SUN VALLEY**

Mayor Thorson read aloud and presented a Proclamation to Council member Ann Agnew and thanked her for her commitment and dedication to the City of Sun Valley for her many years of service. June 21, 2007 was proclaimed Ann Agnew day in the City of Sun Valley.

ACTION ITEMS

Action to approve the dates of August 18, 2007 thru September 5, 2007 for the nexStage Theatre production of the Sun Valley Shakespeare Festival; includes the Renaissance Faire and a Shakespearean Play

There were a few questions asked by Council to which Prue Hemmings and Kathy Wygle responded.

MOTION

Councilperson Blair Board moved to approve the dates of August 18, 2007 thru September 5, 2007 for the NexStage Theatre production of the Sun Valley Shakespeare Festival; including the Renaissance Faire and a Shakespearean play, seconded by Ribi.

AYES: Councilpersons Agnew, Ribi, Renick and Board.

NAYES: None

Mayor Thorson declared the motion carried.

Action on Request for \$25,000 to Support Relocation of the Shakespeare Festival to the Sun Valley Meadows Parcel and Expansion of Renaissance Faire Capital Improvement Needs with Funding from the General Fund Contingency Line Item

There were questions regarding the breakdown of the \$25,000 request. Council agreed to offer assistance in purchasing hardware, etc. through the City's contacts. Blair Board and Lud Renick agreed to act as liaisons to get nexStage local discounts. It was agreed to cap the funding at \$23,600 and retain control of the project by moving funds into the Street Department and to assign Street Supervisor Bill Whitesell to disperse the funds as they were submitted.

MOTION

Councilperson Nils Ribi moved to approve \$23,600 to support relocation of the Shakespeare Festival to the Sun Valley Meadows Parcel and expansion of The Renaissance Faire capital improvement needs from the General Fund Contingency line item to Street Department line item 52-431-738 (Improvements other than buildings,) seconded by Renick.

AYES: Councilpersons Agnew, Ribí, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action to approve Grant request of \$5,000 to the Sun Valley Charitable Foundation, Inc. - Reginald D. Reeves Executive Director

Council members and the Mayor shared sentiments about the quality and quantity of the service that Reginald Reeves provides to our community.

MOTION

Councilmember Blair Board moved to approve the Community Grant request for \$5,000 to the Sun Valley Charitable Foundation, Inc. Reginald D. Reeves Executive Director, and that such contract be drawn up as an Independent Contractor Agreement, seconded by Council President Lud Renick.

AYES: Councilpersons Agnew, Ribí, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action on recommended Ordinance 387 - Providing for Amendments to the Development Code, Title 9, regarding Official Zoning Map Amendment and Annexation application and noticing requirements and expanding the Required Approval Findings Set Forth in Development Code Section 9-5B-9, Zoning Map Amendment and Annexation

Community Development Director Mark Hoffman and Associate Planner Marisa Nelson passed out a copy of Ordinance 387 with minor changes from City Attorney Rand Peebles highlighted in yellow. Marisa clarified each change in the Ordinance. Marisa stated that staff had worked closely with Sun Valley Company representative Becky Zimmerman from Design Workshop. Councilmembers discussed some technical wording changes to the proposed Ordinance.

MOTION

Councilperson Blair Board moved to waive the rule requiring three readings of an Ordinance, and read by title only, seconded by Renick.

AYES: Councilpersons Agnew, Ribí, Renick and Board.
NAYES: None

City Attorney Rand Peebles read the title to Ordinance 387.
Mayor Thorson declared the motion carried.

MOTION

Councilperson Nils Ribí moved to adopt and publish Ordinance 387 with the following changes as presented here today: changes highlighted in yellow by City Attorney Rand Peebles; change 9-5A-4-B-3-a by adding the words "Comprehensive Plan and" in front of the words Future Land Use Map; add to footnote 4 of Table 9-5A-3 by adding the words ", Commission or Council," after the word Director; and add to 9-5B-9 F-1 "Comprehensive Plan" in front of the words "Future Land Use Map;" seconded by Renick.

AYES: Councilpersons Agnew, Ribí, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action to approve the Issuance of 2007-2008 Liquor, Beer and Wine Licenses

There was a brief discussion about the licenses, and a question on how the fees were set.

MOTION

Council President Lud Renick moved to approve the issuance of 2007-2008 Liquor, Beer and Wine Licenses, seconded by Board.

AYES: Councilpersons Agnew, Ribl, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action to approve Street Department to purchase a hydraulic dump trailer in the amount of \$5,695.00
Street Supervisor Bill Whitesell stated that the purchase of this piece of equipment would expedite hand shoveling and be a more efficient means of moving dirt/gravel. A short discussion followed.

MOTION

Council President Lud Renick moved to approve the purchase of a hydraulic dump trailer in the amount of \$5,695.00, seconded by Board.

AYES: Councilpersons Agnew, Ribl, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action to approve a pay application to C&A Paving in the amount of \$632,982.23 for the Dollar and Saddle Road construction
City Council asked a few questions, to which Street Supervisor Bill Whitesell responded. The amount requested was to pay for services completed to date.

MOTION

Councilperson Nils Ribl moved to approve a pay application to C&A Paving in the amount of \$632,982.23 for the Dollar and Saddle Road construction, seconded by Renick.

AYES: Councilpersons Agnew, Ribl, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action to approve Valley Paving to mill and overlay with asphalt the approaches on Old Dollar Bridge in the amount not to exceed \$4,950.00
City Attorney Rand Peebles recommended to City Council that they accept the bid, and suggested to not accept the contract portion of the bid.

MOTION

Councilperson Nils Ribl moved to approve Valley Paving to mill and overlay with asphalt the approaches on Old Dollar Bridge in the amount not to exceed \$4,950.00, seconded by Board.

AYES: Councilpersons Agnew, Ribl, Renick and Board.
NAYES: None

Mayor Thorson declared the motion carried.

Action on Resolution 2007-10. Adopting a Sun Valley Elected Officials Compensation Policy
Mayor Thorson explained why he felt it was necessary to state the intent of the workload expected for offices to be filled by elected officials. Council discussed Resolution 2007-10 and it died due to a lack of motion.

Second reading by title only of Ordinance 385 - Increasing the Compensation for City of Sun Valley Mayor and Councilpersons beginning January 1, 2008

Council discussed eliminating the two "Whereas" statements from the Ordinance. Dan Pincetich passed out a spreadsheet on what he calculated the annual compensation for Mayor and City Council should be. Kevin Laird quoted various city salaries for elected officials in the State of Idaho. There was a suggestion by Kevin Laird to cap the amount of money spent for local campaigning to \$2,000.

City Council Meeting Minutes
June 21, 2007
Page 3 of 5

MOTION

Councilperson Blair Boand moved for the second reading by title only of Ordinance 385 - Increasing the Compensation for City of Sun Valley Mayor and Councilpersons beginning January 1, 2008, with the following changes: Delete the first Whereas statement; change the second Whereas to read: "The Sun Valley City Council has determined in compliance with Idaho code 50-203 to establish the Mayor and Councilperson's compensation as set forth; "delete the wellness benefits and add PERSI contributions, seconded by Renick.

AYES: Councilpersons Ribí, Agnew, Boand and Renick.
NAYES: None

City Attorney Rand Peebles read the title to Ordinance 387
Mayor Thorson declared the motion carried.

CONSENT CALENDAR

Approval of Council Minutes of May 10, May 16, May 23 and May 31, 2007
Financial Statements for the Month of May, 2007.
Authorize Payment of Bills for June, 2007 When Due
Authorize Payroll for June, 2007

Councilmember Nils Ribí asked for the following changes to the minutes: May 10, Rand Peebles was present, correct spelling in Nils Ribí's name. May 16, top of page two, second line, include money in the budget for "continuation of the Wood River Valley Water Study." May 23, Rand Peebles was present. May 31, action item, include to wording "Mary Comer gave a summary of services to be provided by Starley Leavitt for the City employee's health insurance." There were a few questions on the financials, to which Treasurer Michelle Frostenson responded.

MOTION

Councilperson Blair Boand moved to approve the consent agenda, with corrections as presented today, seconded by Renick.

AYES: Councilperson Agnew, Ribí, Boand and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Action to Accept the Resignation of Councilperson Ann Agnew effective June 21, 2007

MOTION

Councilperson Ann Agnew moved to accept her resignation, seconded by Ribí.

AYES: Councilperson Agnew, Ribí, Boand and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Action to Appoint David Chase to the Sun Valley City Council effective June 21 2007

MOTION

Councilperson Blair Boand moved to appoint Dave Chase to the Sun Valley City Council to fill the vacancy left by Ann Agnew, seconded by Renick.

AYES: Councilperson Agnew, Ribí, Boand and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Dave Chase was sworn into the office of City Council.

**MOTION
ADJOURNMENT**

Councilperson Dave Chase moved to adjourn, seconded by Board.

AYES: Councilperson Chase, Ribbi, Board and Renick.
NAYES: None

Mayor Thorson declared the motion carried at 5:30 p.m.

**MOTION
RECONVENE THE MEETING**

Councilperson Blair Board moved to reconvene the meeting at 5:31 p.m., seconded by Renick.

AYES: Councilperson Chase, Ribbi, Board and Renick.
NAYES: None

Mayor Thorson declared the motion carried.

MOTION

Councilperson Nils Ribbi moved to appoint Michelle Frostenson as acting Treasurer, seconded by Board.

AYES: Councilperson Chase, Ribbi, Board and Renick.
NAYES: None

Mayor Thorson declared the motion carried.

**MOTION
ADJOURNMENT**

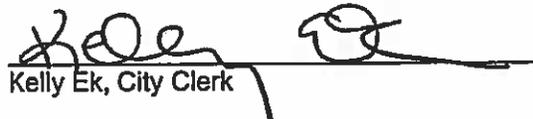
Councilperson Blair Board moved to adjourn, seconded by Ribbi.

AYES: Councilperson Chase, Ribbi, Board and Renick.
NAYES: None

Mayor Thorson declared the motion carried at 5:40 p.m.


Jon C. Thorson, Mayor

ATTEST:


Kelly Ek, City Clerk

**REGULAR COUNCIL MEETING
OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS – 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
JULY 19, 2007, 3:00 P.M.
MEETING MINUTES**

CALL TO ORDER

The Mayor and Council of Sun Valley, Blaine County, State of Idaho, met in a Regular Council Meeting in the Sun Valley City Hall Council Chambers on July 19, 2007, at 3:00 p.m.

PRESENT: Councilpersons Nils Ribbi, Lud Renick, Blair Board and Dave Chase.

ABSENT: None

ALSO PRESENT: City Clerk Kelly Ek, Treasurer/ Finance Manager Michelle Frostenson, Fire Chief Jeff Carnes, Police Chief Cam Daggett, Community Development Director Mark Hofman, City Attorney Rand Peebles, Rebekah Helzel, Brad Dufur, Mickey Garcia, Kevin Laird, Chris Thiessen, Doug Barman, Trevor Schubert, Sue Bailey, Susan Passovy, Gary Stivers, Franz Suhadolnik, Wally Huffman.

REGULAR SESSION

PUBLIC COMMENT

Kevin Laird requested a copy of the budget. Rebekah Helzel offered her assistance working with City Council and City Staff on Workforce Housing solutions.

QUESTIONS FROM THE PRESS

Gary Stivers requested a summary of the changes in the current budget (2006-07) and the proposed 2007-08 Fiscal Budget.

The Mayor responded with the following changes: The formula of twenty five percent (25%) of the revenue collected from the Local Option Tax collected annually automatically being earmarked for the Sun Valley/Ketchum Chamber that has been changed. There are changes in Capital Improvements Budget, improving the bike path has become a priority. For the purpose of supporting our community, the City will consider shopping local first. Planning Department to hire a Senior Development Planner instead of an Associate Planner to reduce the need for outside consultants.

DISCUSSION

Lawsuit regarding Workforce Housing Linkage Ordinance # 364

General discussion ensued on the need of the Workforce housing.

Rebekah Helzel, Franz Suhadolnik, Chris Thiessen, Trevor Schubert, Susan Passovy, Doug Barman, and Wally Huffman made public comments. Public comments included:

Recommendations to both pursue and not pursue an appeal on the Schaeffer Lawsuit; The need to educate the legislature in Idaho as to the exigency of workforce housing in the infrastructure; suggestion to join the state wide coalition CFO (Citizens For Options); question as to the number of workforce housing units and their current pricing in Elkhorn Springs; the decrease of affordability of housing; equal participation of all taxpayers in a solution for workforce housing; status of monies collected to date for linkage, if the lawsuit is not appealed will the money be refunded?

Council members made comments and discussed the issue.

MOTION

Council President Lud Renick moved to NOT appeal, seconded by Councilperson Board. Councilperson Nils Ribi moved to table the prior motion to preserve the ability to appeal during the next 30-42 days if money to cover the cost of the appeal could be raised from sources other than the City.

The second motion died due to the lack of a second.

The Mayor called for a discussion. The discussion included options for the City to consider on the Workforce Housing Linkage Litigation. The options are to wait for 42 days from the date of the judgment (July 3, 2007); requesting a stay from Judge Elgee until the appeal was considered by the State Supreme Court. Non legal options included a lobby coalition to educate the legislature on the merits of having a Workforce Housing Linkage. The City Attorney estimated the cost of the appeal would not exceed \$40,000. The Mayor called for a vote.

AYES: Councilpersons Board, Chase and Renick.
NAYES: Councilperson Ribi

The Mayor declared the motion carried.

ACTION ITEMS

Symphony Master Plan Development

Community Development Director Mark Hofman recommended Council approve the Symphony Master Plan and stated that it had been approved by Planning and Zoning. Hofman responded to questions from Council about parking and public use. Sun Valley Company will need to provide a Transportation Plan before the opening of the symphony. Wally Huffman made comments regarding the Findings of Fact # 1, and stated that City Council should help fund the building of the symphony center if the City intends to regulate manage who should be able to use it. Members of the public Milt Adam and Mickey Garcia made comments.

MOTION

Councilperson Renick moved to approve the Master Plan Development Plan site specific for the Sun Valley Summer Symphony Music Pavilion, MPD 2007-01, providing the language to Finding of Fact # 1 "and the use of the facility is encouraged to realize this concept in the good faith discretion of the Sun Valley Company", seconded by Board.

AYES: Councilpersons Board, Ribi, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Symphony Rezone, Ordinance 396

Councilperson Nils Ribi asked a question regarding the change in zoning from RS2 to CC. Councilperson Board moved to suspend the rule which requires three readings of an Ordinance on three separate occasions and read by title only Ordinance 396, seconded by Renick.

AYES: Councilpersons Board, Ribi, Chase and Renick
NAYES: None

City Attorney Rand Peebles read aloud the title of Ordinance 396.
Mayor Thorson declared the motion carried.

MOTION

Councilperson Board moved to adopt and publish Ordinance 396 according to law, seconded by Chase.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

Third Reading and Adoption of Ordinance 385 - Increasing the Compensation for City of Sun Valley Mayor and Councilpersons beginning January 1, 2008

A brief discussion took place between Council.

Mickey Garcia, Ketchum resident opposed the passing of the Ordinance.

Kevin Laird and Trevor Schubert asked questions regarding which health benefits had been eliminated from the Ordinance, remarked the City of Bellevue is lowering their salaries, and requested clarification as to why the City of Sun Valley believed that an increase was in order. Members of Council responded to the questions.

MOTION

Councilperson Chase moved to amend proposed Ordinance 385 to increase the Mayors salary but to leave the Council salary at the current rate.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

MOTION

Council President Lud Renick moved to further amend proposed Ordinance 385 by including the wellness benefit as a benefit afforded to the Mayor and members of the Sun Valley City Council, seconded by Board.

AYES: Councilpersons Board, Renick and Chase
NAYES: Councilperson Ribí

Mayor Thorson declared the motion carried.

MOTION

Councilperson Board moved for third reading of proposed Ordinance 385, as modified by previous motions, and include the following changes to proposed Ordinance 385: Section One should read "Title 1, Chapter 5, Section 3;" Item C remove "HRA" and replace with "Health Reimbursement Account;" Item C move the term "wellness benefit" and place in the first sentence after "life insurance." seconded by Renick.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

City Attorney Rand Peebles read aloud the amended title to Proposed Ordinance 385.

MOTION

Councilperson Board moved to adopt Ordinance 385 as modified today, seconded by Renick.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

CONSENT CALENDAR

- 6. Approval of Council Minutes of May 17th
- 7. Financial Statements for the Month of June 2007
- 8. Authorize Payment of Bills for July, 2007 When Due
- 9. Authorize Payroll for July, 2007

MOTION

Councilperson Board moved to approve consent calendar items 8 and 9, seconded by Renick.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

May 17th Minutes, page 3, in the middle of the page under "Action item to approve CH2MHill..." insert "the Council discussed the Ch2MHill scope of services for the Dollar Road Right-of-Way Record of Survey and determined not to pursue it at this time and instead record the Grants of Exclusive Easements", page 5 in motion to adjourn, remove the name "Renick" as he was not present. Financial Statements for June, 2007, Councilmember Ribí directed questions to Treasurer Michelle Frostenson, to which she responded.

MOTION

Councilperson Ribí moved to approve consent calendar items 6 and 7, with changes to the minutes as directed, seconded by Board.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.

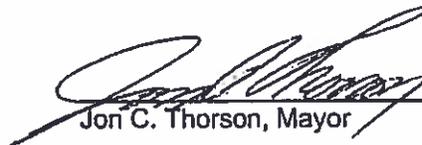
ADJOURNMENT

MOTION

Councilperson Board moved to adjourn, seconded by Ribí.

AYES: Councilpersons Board, Ribí, Chase and Renick
NAYES: None

Mayor Thorson declared the motion carried.


Jon C. Thorson, Mayor

ATTEST:


Kelly Ek, City Clerk

Councilperson Nils Ribi moved to approve the 2007/2008 Sun Valley/Ketchum Chamber Independent Contractor Agreement, seconded by Councilperson Chase.

AYES: Councilpersons Chase, Board, Renick and Ribi.
NAYES: None

The Mayor declared the motion carried.

Action to Appoint Michelle Frostenson City Treasurer

City Administrator Bob Van Nort recommended City Council to appoint Michelle Frostenson as City Treasurer.

MOTION

Councilperson Blair Board moves to approve Michelle Frostenson as the permanent City Treasurer, seconded by Council President Lud Renick.

AYES: Councilpersons Chase, Board, Renick and Ribi.
NAYES: None

The Mayor declared the motion carried.

Action to Approve Amendment to Starley Leavitt Health Insurance Renewal.

Mary Comer stated that the City's current medical plan premium increased 20% this year. With this new proposed plan, it is a 14% increase with the additional 6% used to implement the \$250 prescription benefit. \$250 will be added to each employee's HRA to reimburse the added \$250 deductible charge. Council discussed the proposed changes to the City's medical coverage, and the additional \$250 HRA refund to employees to cover prescriptions. 100% of the employees were in favor of adding eye benefits. The cost to the City is \$10 per employee/family member per month.

MOTION

Councilperson Chase moved to approve the amendment to Starley Leavitt Health Insurance Renewal and authorize the change to the HRA RX benefits effective October 1, 2007, seconded by Board.

AYES: Councilpersons Chase, Board and Ribi.
NAYES: Renick

The Mayor declared the motion carried.

Council discussed Consent Calendar item # 12, and pointed out that the Amendment to the HRA Plan needed to be rewritten to accurately reflect that City Council members that are not covered by the City's medical plan do not receive a monthly check for \$1,217.40, and that the Summary of Benefits is rewritten to accurately reflect that Council Members do not receive an HRA rollover benefit.

MOTION

Councilperson Nils Ribi moved to direct (staff and/or) City Attorney to revise the language of Section 3.1 (a) consistent with the discussions today, and to revise the City of Sun Valley summary plan description paragraph 2.1, paragraph 3, sentence that states "any unused amounts from prior coverage benefits to be carried over to reflect..." this condition does not apply to Council members and needs to be changed to accurately reflect that Council does not get an HRA rollover, seconded by Board.

AYES: Councilpersons Chase, Board, Renick and Ribi.
NAYES: None

The Mayor declared the motion carried.

them that the City may consider changing banks.

ACTION ITEMS

Old Business

Approve Final Amendment to City of Sun Valley HRA Plan

Council Member Nils Ribi stated that he worked with City Attorney Rand Peebles to incorporate changes to the HRA Plan Summary as directed by City Council. Nils Ribi stated that an additional change was requested by Treasurer Michelle Frostenson to alter the policy and prorate the benefits according to the employee's hire date. The change was made to read: "All HRA benefits for eligible employees shall be prorated according to their hire date in the calendar year in which such eligibility is established." Rand Peebles provided the revised HRA Plan Summary, as well as a draft showing the changes that had been made. It was recommended that City Council approve the HRA Plan Summary with changes, and authorize the Mayor to sign.

MOTION

Council member Blair Board moved to authorize the Mayor to sign the amended version of the HRA Plan Summary, seconded by Ribi.

AYES	Council members Ribi, Chase, Board and Renick
NAYES	None

Mayor Thorson declared the motion carried.

New Business

Discuss and Approve Clear Creek Solid Waste Fee Proposal Option # 1 or Option # 2 new

Mayor Thorson stated that a special committee had been formed, and met to create an alternative to Ordinance 384 which had been "suspended" by the Mayor due to lack of support from citizens in the community. In this packet there are two proposals for Solid Waste Removal. Both Option #1 and #2 include recycling. Option # 1 has an "incentive," Option # 2 is all inclusive. Dennis Lallman (accountant for Clear Creek) stated that Clear Creek had been working on this project for the past 17 months. The City has received a great deal of public comment. This final proposal was drafted to accommodate the requests of the committee following their meeting on October 17th. It was submitted to the City Administrator on October 30, 2007. The two proposed options are flat rate or variable rate. If a minimum of 100 people sign up for green waste removal, then Clear Creek will impose a fee for green waste removal.

Intent of Option # 1 was to offer an incentive for recycling. Both Options are for single family and 2 and 3 family units only. Recycling is available to condo owners, and is in place for those who want it at this time. There are 200 plus homes that currently recycle. The following members of the public made comments: Ross Jennings, Bob Wright and Franz Suholdinik. The comments included: a recommendation for the current Council to postpone this decision, and let the new Council decide; recommendation to choose option two as it makes minimal changes; comment that recycling isn't free, it's mandatory if it's built in the price; comment that the City should reimburse Clear Creek the \$72,000 debt they have incurred (with good faith) to implement Ordinance 384; a statement from Mill Adam was read aloud.

MOTION

Councilperson Blair Board moved to approve Option # 1 and instruct the City attorney to make the necessary adjustments for review and consideration by Council on January 7th.

This motion died due to the lack of a second.

MOTION

Councilperson Lud Renick moved to proceed with Option # 2 and direct the City Attorney, working with Clear Creek's attorney to amend the Fee Resolution, Agreement with Clear Creek and the Ordinance for review, approval and action by the new Council on Jan. 7, 2008, seconded by Chase.

December 13, 2007
Packet

CITY OF SUN VALLEY HRA PLAN

SUMMARY PLAN DESCRIPTION

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HEALTH REIMBURSEMENT ARRANGEMENT

INTRODUCTION

We are pleased to establish this Health Reimbursement Arrangement to provide you with additional health coverage benefits. The benefits available under this Plan are outlined in this summary plan description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you become eligible and the laws that protect your rights.

Read this summary plan description carefully so that you understand the provisions of our Plan and the benefits you will receive. You should direct any questions you have to the Administrator. There is a plan document on file, which you may review if you desire. In the event there is a conflict between this summary plan description and the plan document, the plan document will control.

ELIGIBILITY

1. What Are the Eligibility Requirements for Our Plan?

You will be eligible to join the Plan as of your date of employment with us. All HRA benefits for eligible employees shall be prorated according to their hire date in the calendar year in which such eligibility is established.

2. When is My Entry Date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

3. Are There Any Employees Who Are Not Eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are: Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 30 hours a week.

BENEFITS

1. What Benefits Are Available?

The plan allows you to be reimbursed by the Employer for any deductibles which you have to meet which are incurred by you or your dependents.

The plan also allows council members to be reimbursed by the Employer for any insurance premiums.

The employer maximum contribution allowed each year is (a) \$1,200 per year per single Participant for medical deductibles; and (b) \$2,400 per year per Employee and family for medical deductibles. The following additional ~~contributions will be made~~ reimbursements may be payable: (a) ~~\$1,217.40 per month will be made~~ a credit towards premiums paid may be available, equivalent to the maximum health benefit costs provided up to a family of five, for council members for premiums who elect to waive the group health insurance; and (b) \$250 per year per eligible employee for prescription expenses, which is not eligible for rollover. Any unused amounts from prior Coverage Periods shall be carried forward to the next Coverage Period; however, this carry forward shall not apply to council members. However, the maximum that can be carried forward to a later Coverage Period is 70% of your remaining balance.

Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed to you under the Plan may not be claimed as a deduction on your personal income tax return nor reimbursed by other health plan coverage including our health flexible spending account.

2. When Must Expenses Be Incurred?

You may submit expenses that you incur each "Coverage Period." A new "Coverage Period" begins January 1st and ends on December 31st.

3. When Will I Receive Payments From the Plan?

During the course of the Coverage Period, you may submit requests for reimbursement of expenses you have incurred. However, you must make your requests for reimbursements no later than 60 days after the end of the Coverage Period. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. In addition, you must submit to the Administrator proof of the expenses you have incurred and that they have not been paid by any other health plan coverage. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, reimbursements made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

4. What Happens If I Terminate Employment?

See Article V.

5. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

6. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Reimbursement Arrangement under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

7. Newborn and Mothers Health Protection Act

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or Less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

8. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information, which you may need to know about the Plan.

1. General Plan Information

City of Sun Valley HRA Plan is the name of the Plan.

Your Employer has assigned Plan Number 502 to your Plan.

The provisions of your Plan become effective on June 1, 2007. However, the original effective date of the document is January 1, 2005.

2. Employee Information:

Your Employer's name, address, and identification number are:

City of Sun Valley
P.O. Box 416, Sun Valley, Idaho, 83353
82-0294056

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted your Plan by making a written request to the Administrator.

3 . Plan Administrative Information

The name, address and business telephone number of your Plan's Administrator are:

City of Sun Valley
P.O. Box 416, Sun Valley, Idaho, 83353
(208)622-4438

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. The Plan Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding. You may contact the Administrator for any further information about the Plan.

4 . Third Party Claims Administrative Information

The name, address and business telephone number of the Third Party Claims Administrator are:

National Benefit Services, LLC
P.O. Box 1906
Sandy, UT 84070
(800)274-0503

The Third Party Claims Administrator is responsible for the actual processing of claims on behalf of the Plan Administrator.

5. Service of Legal Process

The Employer is the Plan's agent for service of legal process.

6. Type of Administration

The Plan is a health reimbursement arrangement and the administration is provided through a Third Party Claims Administrator. The Plan is not funded or insured. Benefits are paid from the general assets of the Employer.

IV
ADDITIONAL PLAN INFORMATION

I. Your Rights Under ERISA

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

- (a) Examine, without charge, at the Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may charge a reasonable fee for the copies.
- (c) Continue health care coverage for a Plan Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage.
- (d) Review this summary plan description and the documents governing the Plan on the rules governing COBRA continuation coverage rights.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if a Plan Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, he or she may file suit in federal court.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and their beneficiaries. No one, including the Employer or any other person, may fire a Plan

Participant or otherwise discriminate against a Plan Participant in any way to prevent the Plan Participant from obtaining benefits under the Plan or from exercising his or her rights under ERISA.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

2.. How to Submit a Claim

When you have a Claim to submit for payment, you must:

- (1) Obtain a claim form from the Plan Administrator.
- (2) Complete the Employee portion of the form.
- (3) Attach copies of all bills from the service provider for which you are requesting reimbursement.

A Claim is defined as any request for a Plan benefit, made by a claimant or by a representative of a claimant that complies with the Plan's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether Claim is accepted or denied 30 days

Extension due to matters beyond the control of the Plan 15 days

Insufficient information on the Claim:

Notification of	15 days
Response by Participant	45 days
Review of Claim denial	60 days

The Plan Administrator will provide written or electronic notification of any Claim denial. The notice will state:

- (1) The specific reason or reasons for the denial.
- (2) Reference to the specific Plan provisions on which the denial was based.
- (3) A description of any additional material or information necessary for the claimant to perfect the Claim and an explanation of why such material or information is necessary.
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under Section 502 of ERISA following a denial on review.
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim; and
- (6) If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- (1) was relied upon in making the Claim determination;
- (2) was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
- (3) demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants;
- (4) or constituted a statement of policy or guidance with respect to the Plan concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

V

CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under this Arrangement will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Arrangement would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become Qualified Beneficiaries under COBRA. The Arrangement itself can provide group health benefits and may also be used to provide health benefits through insurance. Whenever "Arrangement" is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA Continuation Coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Arrangement (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who Can Become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be: Any individual who, on the day before a Qualifying Event, is covered under the Arrangement by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

- (1) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Arrangement as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Arrangement under circumstances in which the denial or failure to offer constitutes a

violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Arrangement due to his or her performance of services for the employer sponsoring the Arrangement. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Arrangement provided that the participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (1) The death of a covered Employee.
- (2) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (³) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (4) A covered Employee's enrollment in any part of the Medicare program.
- (5) A Dependent child's ceasing to satisfy the Arrangement's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Arrangement).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Arrangement under the same terms and conditions as in effect immediately before the Qualifying Event (or in the case of the bankruptcy of the Employer, any substantial elimination of coverage under the Arrangement occurring within 12 months before or after the date the bankruptcy proceeding commences), the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Arrangement that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Arrangement provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Arrangement during the FMLA leave.

4. What Factors Should Be Considered When Determining to Elect COBRA Continuation Coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the Procedure for Obtaining COBRA Continuation Coverage?

The Arrangement has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the Election Period and How Long Must It Last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Arrangement. The election period must begin not later than the

date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and must not end before the date that is 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage.

Note: If a covered employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a new tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact/2002act_index.asp.

7. Is a Covered Employee or Qualified Beneficiary Responsible for Informing the Plan Administrator of the Occurrence of a Qualifying Event?

The Arrangement will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (1) the end of employment or reduction of hours of employment,
- (2) death of the employee,
- (3) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (4) enrollment of the employee in any part of Medicare,

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice

period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, *is* not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Sun Valley
P.O. Box 416,
Sun Valley, Idaho, 83353

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that coverage would otherwise have been lost (if under your coverage the COBRA period begins on the date of the Qualifying Event, even though coverage actually ends later (e.g., at the end of the month) substitute the appropriate language, e.g. "on the date of the Qualifying Event"). If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a Waiver Before the End of the Election Period Effective to End a Qualified Beneficiary's Election Rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the

Plan Administrator or its designee,
as applicable.

9. Is COBRA COVERAGE AVAILABLE IF A QUALIFIED BENEFICIARY HAS OTHER GROUP HEALTH PLAN COVERAGE OR MEDICARE?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When May a Qualified Beneficiary's COBRA Continuation Coverage Be Terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (1) The last day of the applicable maximum coverage period.
- (2) The first day for which Timely Payment is not made to the Arrangement with respect to the Qualified Beneficiary.
- (3) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (4) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (5) The date, after the date of the election that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
- (6) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (a) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (b) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Arrangement can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Arrangement terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Arrangement solely because of the individual's relationship to a Qualified Beneficiary, if the Arrangement's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Arrangement is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What Are the Maximum Coverage Periods for COBRA Continuation Coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (1) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (2) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 - (a) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 - (b) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (3) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (4) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under What Circumstances Can the Maximum Coverage Period Be Expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36-months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36-months after the date of the first Qualifying Event. The Plan

Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

13. How Does a Qualified Beneficiary Become Entitled to a Disability Extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title H or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee and in accordance with the procedures above.

14. Does the Arrangement Require Payment for COBRA Continuation Coverage?

For any period of COBRA continuation coverage under the Arrangement, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of any costs. The Arrangement will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Arrangement Allow Payment for COBRA Continuation Coverage to Be Made in Monthly Installments?

Yes. The health coverage is also permitted to allow for payment at other intervals.

16. What is Timely Payment for Payment for COBRA Continuation Coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Arrangement by a later date is also considered Timely Payment if either under the terms of the Arrangement, covered employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Arrangement does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to those providing coverage.

If Timely Payment is made to the Arrangement in an amount that is not significantly less than the amount the Arrangement requires to be paid for a period of coverage, then the amount paid will be

deemed to satisfy the Arrangement's requirement for the amount to be paid, unless the Arrangement notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary Be Given the Right to Enroll in a Conversion Health Plan at the End of the Maximum Coverage Period for COBRA Continuation Coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Arrangement will, during the 180 day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Arrangement. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

ORDINANCE NO. 332

AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, PROVIDING FOR A SALARY FOR THE MAYOR OF SUN VALLEY; PROVIDING FOR A SALARY FOR THE MEMBERS OF THE CITY COUNCIL; REPEALING ORDINANCE NO. 260; ESTABLISHING AN EFFECTIVE DATE.

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

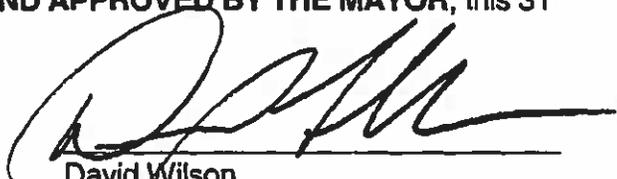
SECTION ONE: Commencing January 1, 2002, the salaries of the Mayor of the City of Sun Valley and the Members of its City Council shall be as follows:

- (a) The Mayor of the City of Sun Valley shall receive an annual salary in the sum of Eighteen Thousand Dollars (\$18,000) to be paid in equal installments as the salaries of all City employees are paid.
- (b) Each member of the City Council of the City of Sun Valley shall receive an annual salary in the sum of Twelve Thousand Dollars (\$12,000) to be paid in equal installments as the salaries of all City employees are paid.

SECTION TWO: Ordinance No. 260 is hereby repealed in its entirety effective at the close of business on December 31, 2001.

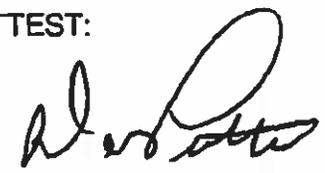
SECTION THREE: That this Ordinance shall be and become effective on its passage and publication, as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, this 31st day of August, 2001.



David Wilson
MAYOR

ATTEST:



Dan Pincetich
CITY CLERK

ORIGINAL

ORDINANCE NO. 385

AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, INCREASING THE COMPENSATION FOR SUN VALLEY MAYOR; REPEALING ORDINANCE 332; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Sun Valley City Council has determined, in compliance with Idaho Code 50-203 to establish the Mayor and Councilperson's compensation as set forth.

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

SECTION ONE: That Title 1, Chapter 5, Section 3, be hereby amended to read as follows:

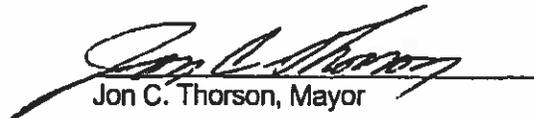
1-5-3 Mayor and Council Compensation: Commencing January 1, 2008, the annual salaries of the Mayor and Council of the City of Sun Valley shall be as follows:

- A. The Mayor of the City of Sun Valley shall receive an annual salary in the sum of twenty one thousand dollars (\$21,000) to be paid in equal installments once per month.
- B. Each member of the City Council of the City of Sun Valley shall receive an annual salary in the sum of twelve thousand dollars (\$12,000) to be paid in equal sums once per month.
- C. The Mayor and each member of the Council shall receive health, dental, retirement, life insurance and wellness benefits commensurate with the benefits afforded City employees. No Health Reimbursement Account annual roll-over benefit or vesting shall accrue to the Mayor or members of the Council.
- D. No other compensation shall be afforded to the Mayor or Council.

SECTION TWO: Ordinance 332 is hereby repealed in its entirety effective at the close of business on December 31, 2007.

SECTION THREE: That this Ordinance shall become effective on its passage and publication, as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, THIS 19TH DAY OF JULY, 2007.


Jon C. Thorson, Mayor

ATTEST:


Kelly Ek, City Clerk

from
2012
October 2

B. GENERAL CLASSIFICATION POLICIES

Employee classification is organized by class or category in order to administer employee policies, benefits and/or other employment issues. It is generally the responsibility of the employee to assure that he or she is properly categorized for purposes of each issue or benefit type. The City will endeavor to assist with such matters, but the employee shall be ultimately responsible to assure that his or her service is properly categorized.

1. Employee Classification

With the exception of elected officials, any employee, regardless of designation, and including the City Clerk, City Treasurer, City Attorney and City Administrator, may utilize the opportunity to be heard with regard to allegations of unlawful discrimination and "name-clearing hearing" procedures set out in Section XII of this *Personnel Policy* should he or she believe that an employment action taken against him or her was the result of unlawful discrimination or involves an allegation entitling him or her to a name-clearing hearing.

2. Volunteer Firefighters Classification

City Volunteer firefighters are accepted into the department by the Mayor and may be removed at anytime by the Mayor. Any volunteer firefighter may utilize the opportunity to be heard with regard to allegations of unlawful discrimination and "name-clearing hearing" procedures set out in Section XII of this *Personnel Policy* should he or she believe that an employment action taken against him or her was the result of unlawful discrimination or involves an allegation entitling him or her to a name-clearing hearing.

3. Reduction in Force

Changes in employment status that are the result of budgetary needs, reductions in force, or general changes in the terms or conditions of employment or of benefit offerings may be made at the sole discretion of the City Council. The City Council, therefore, retains full authority, without prior notice, to modify the general terms and conditions of employment. Should an employee believe that any such decision is the result of unlawful discrimination, he or she may utilize the opportunity to be heard procedures set out in Section XII of this *Personnel Policy*.

C. EMPLOYEE CLASSIFICATION AND BENEFIT ALLOWANCES

The classification of a position an employee holds with the City of Sun Valley may affect the status of obligations or benefits associated with his or her employment. The primary classes of employees and respective benefits are outlined as follows:

1. Elected Officials

Elected officials are not considered regular employees. Elected officials may receive benefits by action of the City Council.

2. Full-Time Regular Employee

- a. Employee whose typical work schedule calls for at least 30 hours of scheduled work during a seven (7) calendar day period; or Police Department or Fire Department employee whose typical work schedule calls for 80 hours of scheduled work during a fourteen (14) calendar day period.
- b. A full-time regular employee shall receive all employee benefits provided by the City as such benefits now exist or may be subsequently changed at any time by action of the City Council.

F. RESIDENT REQUIREMENTS

1. The Fire Chief, Assistant Fire Chief, Police Chief, Assistant Police Chief and Street Superintendent are required to reside within the incorporated limits of the City of Sun Valley or Ketchum, or when approved by the Mayor, a reasonable travel distance from his or her primary station. The City Council may on an annual basis budget a housing allowance or suitable housing to aid in the additional costs of residency.
2. The Mayor may adopt residency restrictions on travel time and distance requirements for emergency services employees or volunteers in order to maintain and ensure rapid employee response times during emergencies.

G. VEHICLE USE POLICY – Appendix B

1. City-owned vehicles shall never be used for private purposes. When employees are required to travel outside the City while on City business, employees should use a City vehicle unless use of a private vehicle is approved by the supervisor.
2. The Fire Chief and Assistant Fire Chief are provided EMS licensure vehicles, subject to the licensure standards set forth in Idaho statute. These City-owned vehicles may be taken home for the purpose of responding to non-transport EMS and other emergency calls.
3. During winter months, the Street Superintendent is provided a City-owned truck, equipped with plow and sanding equipment to respond quickly to road safety needs.
4. The Mayor or designee shall develop procedures for the use and maintenance of City-owned vehicles. Appendix B provides the current policy for use of the City-owned vehicles.

H. ELECTRONIC COMMUNICATION DEVICES & SYSTEMS USAGE POLICY – Appendix C

The Mayor or designee shall develop procedures for the use of electronic communication devices and systems. Appendix C provides the current policy for use of electronic communication devices and systems.

VI. EMPLOYEE CLASSIFICATION FOR POLICY PURPOSES AND COMPENSATION

A. DETERMINATION OF EMPLOYEE CLASSIFICATION – JOB DESCRIPTION

Employee classification and status is determined by the employee's job description provided at the time of appointment. The job description will include but is not limited to the position title, statement of duties, required skills, knowledge and abilities, education and experience requirements, and hours of work. The job description will be developed by the department head and approved by the Mayor or designee. The Mayor or designee shall conduct a review of each job description periodically. The Mayor or designee may from time to time abolish certain job positions or leave the position unfilled based upon the needs of the City.

ORDINANCE NO. 478

AN ORDINANCE OF THE CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO, REPEALING ORDINANCE NO. 475, WHICH AMENDED THE CITY CODE TO CLARIFY REIMBURSEMENTS AND HEALTH INSURANCE OPTIONS FOR THE SUN VALLEY MAYOR AND CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 475 was passed by the Sun Valley City Council on August 12th, 2015 and published on September 9th, 2015; and

WHEREAS, the subject matter of Ordinance No. 475 was compensation of City of Sun Valley Officials; and

WHEREAS, in addition to salary compensation, Ordinance No. 475's subject matter was reimbursement for insurance premiums, which is also compensation;

WHEREAS, Ordinance No. 475 was not published more than seventy-five (75) days prior to the November 3, 2015 general city election in conformance with Idaho Code Section 50-203;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO AS FOLLOWS:

SECTION 1: CITY CODE AMENDMENT - Ordinance No. 475 of the City of Sun Valley, passed by the City Council on August 12, 2015 and effective on September 10, 2015, is hereby repealed in its entirety.

SECTION 2: SAVINGS AND SEVERABILITY CLAUSE - If any section, subsection, paragraph, subparagraph, item, provision, regulation, sentence, clause, or phrase is declared by a court of competent jurisdiction to be invalid, such actions shall not affect the validity of this ordinance as a whole or any part thereof other than the part declared invalid.

SECTION 3. REPEALER CLAUSE - All City of Sun Valley Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4: EFFECTIVE DATE - This Ordinance shall be in full force and effect from and after its approval, passage, and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO AND APPROVED BY THE MAYOR, THIS _____ day of _____, 2015.

Dewayne Briscoe, Mayor

ATTEST:

Alissa Weber, City Clerk

included in the ordinance.

3. Ordinance 475

With respect to Ordinance 475, which has been approved by the City Council but to our understanding has not yet been signed by the Mayor. We do not believe the Ordinance is permissible for several reasons. First, under Idaho law, compensation payable to elected officials must be approved at least seventy-five days prior to the date of election for those officials. Because Ordinance 475 purports to apply retroactively, it violates this requirement. Further, for most purposes, "compensation" is determined pursuant to the provisions of the Internal Revenue Code, and a city Ordinance cannot purport to counter that determination. Finally, as discussed

above, the ACA prohibits employer payment plans, which is what Ordinance 475 attempts to establish.

4. Conflicts of Interest

Finally, care must be taken to avoid conflicts of interest as the City Council considers and addresses this issue, due to the personal interest of the City Council members. It is likely that compliance with the Idaho Ethics in Government provisions²⁵ is required, and other conflict of interest requirements may also apply.

We hope that the foregoing is helpful as you consider these complex issues. We appreciate the opportunity to assist you. Please do not hesitate to advise me if we can be of further assistance.

Best regards,

HAILI RENDER, KILLIAN, HEATH & LYMAN, PLLC

Adam King

From: Adam King
Sent: Thursday, September 24, 2015 10:28 AM
To: Kane, Brian
Subject: RE: Sun Valley issues - I.C. 50-203 issue

Brian,

Thank you very much. This is enormously helpful and confirms many of my thoughts. I really appreciate the reference to 1-5-3-C.

Thanks again,

Adam

From: Kane, Brian [mailto:brian.kane@ag.idaho.gov]
Sent: Thursday, September 24, 2015 9:25 AM
To: Adam King
Subject: RE: Sun Valley issues - I.C. 50-203 issue

Hi Adam—

Left you a message, but thought you might appreciate some thoughts to consider.

The term "compensation" in § 50-203 includes both the monthly stipend and the entitlement to health insurance, etc. coverage. The option to receive an in lieu payment is simply an alternative method of ensuring that no loss in such compensation occurs by virtue of alternative coverage (which, presumably, most part-time municipal officials will have). The "reimbursement" is a reward for the council members' service and, as such, constitutes "compensation" as ordinarily defined.

The ordinance amendment therefore should have no present legal effect. It becomes effective on January 1 of the year following the general city election after the election this year; i.e., probably January 1, 2018.

The specific requirements in § 50-203 apply even in the absence of a mayoral veto under § 50-611 under ordinary statutory construction canons; i.e., the specific controls over the general. You are correct on this score.

Given the fact that the amendments apparently have no present legal effect, the issue is whether the existing ordinance authorizes the in-lieu payments. Section 1-5-3.C entitles council members (and the mayor) to "health, dental, retirement, life insurance and wellness benefits *commensurate* with the benefits afforded City employees." [Emphasis added.] "Commensurate" has a dictionary meaning of "corresponding in size, extent, amount, or degree" and thus could encompass coverage other than coverage under the city plan. One can argue that use of the term "commensurate" suggests that coverage under plans other than the city's was contemplated. (Otherwise, why would the ordinance not have simply provided for coverage under that plan?) You may want to consider this in more detail given your familiarity with this situation.

Hope this helps.

Brian

From: Adam King [mailto:abk@ketchumlegal.com]
Sent: Wednesday, September 23, 2015 9:56 AM
To: Kane, Brian
Subject: Sun Valley issues - I.C. 50-203 issue
Importance: High

Hi Brian,

I was on the phone with the Mayor when you called. Here is an outline of issues. Could you review this and call me?

We are in a legislative quandary at Sun Valley and I'd like to ask for your office's assistance.

Sun Valley has "enacted" the attached ordinance which pertains to Idaho Code Section 50-203. I put enacted in quotes because:

1. The council voted to pass the ordinance on August 12, 2015
2. The Mayor refused to sign it and presented his objections to the City Council at the September 10th regular meeting [see 60-611.]
3. The ordinance was published in the newspaper on September 9, 2013.
4. On September 10, the Council had a regular meeting and IF valid, the ordinance would go into effect that day.

5. The main issue is this: are the reimbursements "**compensation**" in the meaning of 50-203?
 - a. The ordinance purports to state that the reimbursements are not compensation
 - b. [I had absolutely no part in drafting the ordinance].

6. Factually, the City Council members are allowed to opt out of city insurance.
 - a. An opting out council member may choose to be insured elsewhere, and be reimbursed up to a certain amount by the city – to be clear, the city does not pay the other health insurance premiums, but rather pays the City Council member a certain sum in reimbursement [either the amount the city would have paid if the City Council member was on the city's plan, or the actual out of pocket cost to the City Council member, whichever is less].

7. If the reimbursements are NOT compensation, then the ordinance is likely valid.
8. If the reimbursements ARE compensation, then it was not published 75 days before the general election.
9. Also, the salaries in the ordinance are clearly compensation, albeit not new compensation
10. The City Council will argue that the reimbursements are not new compensation, but this is a new codification of a long standing city practice of reimbursement.
11. Does the 75 day rule apply for existing compensation in a new ordinance?
12. If the reimbursements are "compensation"