

AGENDA
SPECIAL COUNCIL MEETING OF THE MAYOR AND CITY COUNCIL
IN THE COUNCIL CHAMBERS – 81 ELKHORN ROAD
CITY OF SUN VALLEY, IDAHO
JUNE 21, 2016 - 1:00 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.*

COUNCIL COMMENT (5 min.)

MAYOR COMMENT (5 min.)

QUESTIONS FROM THE PRESS (3 min.)

PUBLIC HEARING (5 min.)

1. Zone Map Amendment ZMA #2016-01: Application for the proposed rezone of Tax Lot 1627 from the OR-1 Zoning District to Open Space (OS) Zoning District – or other similar zoning – required for the construction of a new municipal well and pump station on the subject area. Applicant: Sun Valley Water & Sewer District. Location: 12640 Highway 75; Tax Lot 1627 Sun Valley FR NWNE TL 5802, FR NENE TL 1627 SEC 30 4N 18 E. (5 min.);..... 1

ACTION/DISCUSSION (35 min.)

2. Discussion and Action on an Aircraft Landing and Takeoff Permit for Air St. Luke's as part of the Ketchum and Sun Valley Fire Department Fire Services Appreciation Day at the City of Sun Valley Festival Meadows on Saturday, June 25, 2016 (5 min.);..... 14
3. Discussion and action on Resolution 2016-11 Authorizing the Mayor to Enter Into an Agreement with White Peterson Gigray & Nichols, P.A. for City Attorney Services (5 min.);..... 22
4. Mayor appointment and Council confirmation of Matthew Johnson, of White Peterson Gigray & Nichols, P.A., as City Attorney (5 min.);(no documents)
5. Discussion and action regarding bid for the Elkhorn Fire Station Remodel for Sleeping Quarters project (15 min.); 68
6. Discussion to schedule dates for citizen input on Idaho Power redundant transmission line (5 min.); (no documents)

REVENUE AND EXPENDITURE REVIEW (30 min.)

7. GENERAL GOVERNMENT REVENUES (30 min.);..... 7 - 1

BREAK (10 min.)

REVENUE AND EXPENDITURE REVIEW CONTINUED (90 min.)

8. GENERAL GOVERNMENT EXPENDITURES (90 min.)

- a. Legislative, Administration (30 min.);..... 8(a) - 1
- b. Community Development & Building Safety (30 min.);..... 8(b) - 1
- c. Street Department (30 min.);..... 8(c) - 1

EXECUTIVE SESSION – Pursuant to Idaho Code 74-206 sections (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

ADJOURNMENT

**CITY OF SUN VALLEY
PLANNING & ZONING COMMISSION
AGENDA REPORT**

From: Abby Rivin, CFM, Associate Planner
Meeting Date: 9 June 2016

ZONE MAP AMENDMENT (ZMA 2016-01)

APPLICANT: Sun Valley Water & Sewer District

LOCATION: Tax Lot 1627; SUN VALLEY FR NWN TL 5802, FR NENE TL 1627 SEC 30 4N 18E

ZONING DISTRICT: Outdoor Recreation (OR-1)

REQUEST: Approve the rezone of Tax Lot 1627 from OR-1 to Open Space (OS)

ANALYSIS: Tax Lot 1627 is a 3.07 acre lot that sits between Highway 75 and the Blaine County Recreation District's Wood River Trail. This amendment application is directly associated with Conditional Use Permit Application No. CUP 2016-03 and Design Review Application No. DR 2016-18, which propose to construct a 960 sq ft pump house for a new municipal well on the associated tax lot. Sun Valley Water & Sewer District has multiple facilities in close proximity to the site, including multiple well/pump stations and the wastewater treatment & reuse facility.

Lands that are zoned OR-1 are subject to Sun Valley City Code § 9-5B-9B, which states that, "*Lands that are zoned open recreation (OR-1) prior to the adoption of the development code and the creation of the recreation and open space zoning districts (ordinance 382, 2006) and designated as OR-1 on the official zoning map shall be required to apply for and receive an official zoning map amendment consistent with the land use designation shown on the comprehensive plan future land use map prior to, or in conjunction with, the processing of any development applications for improvements on the respective OR-1 zoned lands.*" The Future Land Use Map designates Tax Lot 1627 as open space.

The Open Space District has been established to identify lands which are environmentally sensitive or are identified by the comprehensive plan as having significant open space value to be preserved and/or used for limited, passive recreational uses. The parcel is currently undeveloped and consists primarily of native vegetation. If the pump station is approved, the parcel will remain primarily undeveloped as the 960 sq ft pump station is less than 1% of the 133,729 sq ft parcel. The purpose of the OS District states that, "transit corridors and utilities may be permitted where appropriate." Tax Lot 1627 is an appropriate location for the proposed project as the parcel does not contain any environmentally sensitive lands, such as steep hillsides or avalanche areas, and the pump station will not compromise the intrinsic open space nature of the site.

In order to approve a conditional use permit application and based on the standards set forth in **Sun Valley Municipal Code, Title 9, Chapter 5B-9 (ZONING MAP AMENDMENT AND ANNEXATION)**, the City Council shall make the following findings:

1. The official zoning map amendment is consistent with the comprehensive plan and future land use map and reasonably implements the applicable provisions of the comprehensive plan. **The zone map**

amendment is consistent with the comprehensive plan as Tax Lot 1627 is designated as Open Space on the City's Future Land Use Map and the rezone will allow for the provision of an essential public service. The parcel will primarily remain undeveloped and any future development proposals will be subject to the City's Design Review and Conditional Use Permit process.

2. The official zoning map amendment complies with the regulations in effect for the proposed zoning district, including the purpose statement, and is suitable for the proposed permitted uses. **The Open Space (OS) District was established to identify lands which are environmentally sensitive or identified by the comprehensive plan as having significant open space value to be preserved and/or used for limited, passive recreational uses. Transit corridors and utilities are permitted in the zone where appropriate. The site will be used for a new municipal well, which is an essential public facility and promotes the health, safety, and general welfare of the community. The majority of the parcel will remain undeveloped.**

3. The official zoning map amendment has minimal or no adverse impacts on the natural environment, including, but not limited to, water quality, air quality, noise, vegetation, riparian corridors, hillsides and other natural features. **The impact of the proposed development on the parcel will be minimal as the 960 sq ft proposed pump station will occupy less than 1% of the 133,729 sq ft parcel. The proposed use is not loud except when emergency generators are operating, but will not be any louder than the adjacent highway. No environmentally sensitive lands such as hillsides or riparian corridors exist on the site.**

4. The official zoning map amendment is not materially detrimental to the public health, safety, and welfare, or any significant impacts can be mitigated satisfactorily as determined by the planning and zoning commission or city council. **The rezone is consistent with the goals of the Comprehensive Plan as the parcel is designated as open space on the Future Land Use Map. Conditional Use Permit No. 2016-03 and Design Review Application No. 2016-18, which propose the construction of a new municipal well and pump station on the site, are contingent upon the rezone of Tax Lot 1627 to the OS Zone. The pump station is an essential public facility promotes the health, safety, and general welfare of the community.**

5. Essential public facilities and services, including, but not limited to, emergency services, transit, work force housing and schools, are available to support the proposed uses and density or intensity without creating additional requirements at public cost for such public facilities and services. **The rezone will expand the availability of essential public facilities and services, as the OS Zone permits utilities where appropriate. Density does not increase with this rezone.**

RECOMMENDATION: Staff recommends approval of ZMA 2016-01 rezoning Tax Lot 1627 from OR-1 to the Open Space (OS) Zoning District.

RECOMMENDED MOTION: "I move to recommend approval to the City Council of Zone Map Amendment Application No. 2016-01, approving the rezone of Tax Lot 1627 from OR-1 to the Open Space (OS) Zoning District."

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

ATTACHMENTS:

1. Findings of Fact
2. Draft Ordinance

3. Application Materials

1 **ORDINANCE NO. 487**

2 **AN ORDINANCE OF THE CITY OF SUN VALLEY, IDAHO, REZONING TAX LOT 1627, SUN VALLEY FR NWNE TL**
3 **5802, FR NENE TL 1627 SEC 30 4N 18E, FROM THE OUTDOOR RECREATION (OR-1) ZONING DISTRICT TO**
4 **THE OPEN SPACE (OS) ZONING DISTRICT**
5

6 WHEREAS, Section 9-5B-9B of the Municipal Code requires that lands that are zoned Open Recreation (OR-
7 1) apply for and receive an Official Zoning Map Amendment consistent with the land use designation shown
8 on the Future Land Use Map of the Comprehensive Plan prior to, or in conjunction with, the processing of
9 any development applications for improvements on the respective OR-1 zoned lands; and
10

11 WHEREAS, the subject property, Tax Lot 1627, is currently zoned OR-1; and
12

13 WHEREAS, on April 15th, 2016, the property owner – The Sun Valley Water & Sewer District – filed a
14 Conditional Use Permit Application (No. CUP 2016-03) and Design Review Application (No. DR 2016-18) for
15 the construction of a new 960 square foot municipal well and pump station on Tax Lot 1627; and
16

17 WHEREAS, pursuant to Municipal Code Section 9-5B-9, an application for a Zoning Map Amendment (No.
18 ZMA 2016-01) to rezone Tax Lot 1627 to the Open Space (OS) Zoning District was filed in conjunction with
19 the aforementioned development applications on April 15th, 2016; and
20

21 WHEREAS, the property to be rezoned from Outdoor Recreational (OR-1) Zoning District to Open Space (OS)
22 Zoning District consists of 133,729 square feet (3.07 acres) of naturally vegetated, undeveloped property in-
23 between State Highway 75 and the Blaine County Recreation District’s Wood River Trail; and
24

25 WHEREAS, the City Council finds that the proposed Open Space (OS) Zoning District is consistent with the
26 Open Space land use designation shown for Tax Lot 1627 on the Future Land Use Map of the 2015
27 Comprehensive Plan; and finds that the subject zone map amendment request is consistent with Goal 6 of
28 the 2015 Comprehensive Plan, to, “provide for necessary and appropriate public facilities, services, and
29 educational opportunities to serve existing populations and new growth;” and
30

31 WHEREAS, the City Council finds that the zone map amendment will provide for construction of an essential

32 public facility “above-grade utility” use that is conditionally-permitted in, and appropriate for, the proposed
33 OS Zoning District; and

34
35 WHEREAS, the City Council finds that the proposed development will have minimal impacts on the natural
36 environment, as the site is already disturbed, lightly vegetated, and not in proximity to any riparian habitat
37 or hillsides, while the facility itself will be generally quiet and constructed of quality materials; and

38
39 WHEREAS, the City finds that the proposed amendment to the official zoning map will not detrimentally
40 impact the health, safety, or welfare of the community as the change in zoning district to Open Space will
41 provide for legally-established open space in addition to the provision of essential public water services and
42 utilities as conditionally permitted; and

43
44 WHEREAS, the City Council finds that no additional public facilities or services are necessary to serve the
45 proposed use which necessitates the rezoning request;

46
47 WHEREAS, the State of Idaho has empowered the City Council with the ability to zone and rezone property
48 in Idaho Statute 67-6511; and

49
50 WHEREAS, the request to amend the zoning map has been considered at a duly-noticed public hearing by
51 the Planning Commission on June 9, 2016, and such rezone was unanimously recommended to the Council
52 by the Commission;

53
54 NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Sun Valley, Idaho, as
55 follows:

56
57 The Official Zoning Map of the City of Sun Valley shall be amended to show a change in zoning
58 designation from Outdoor Recreation (OR-1) Zone to the Open Space (OS) Zone for Tax Lot 1627,
59 as also shown on Exhibit A, a map attached to this ordinance.

60
61 APPROVED BY THE SUN VALLEY CITY COUNCIL THIS 21st DAY OF JUNE, 2016.

62

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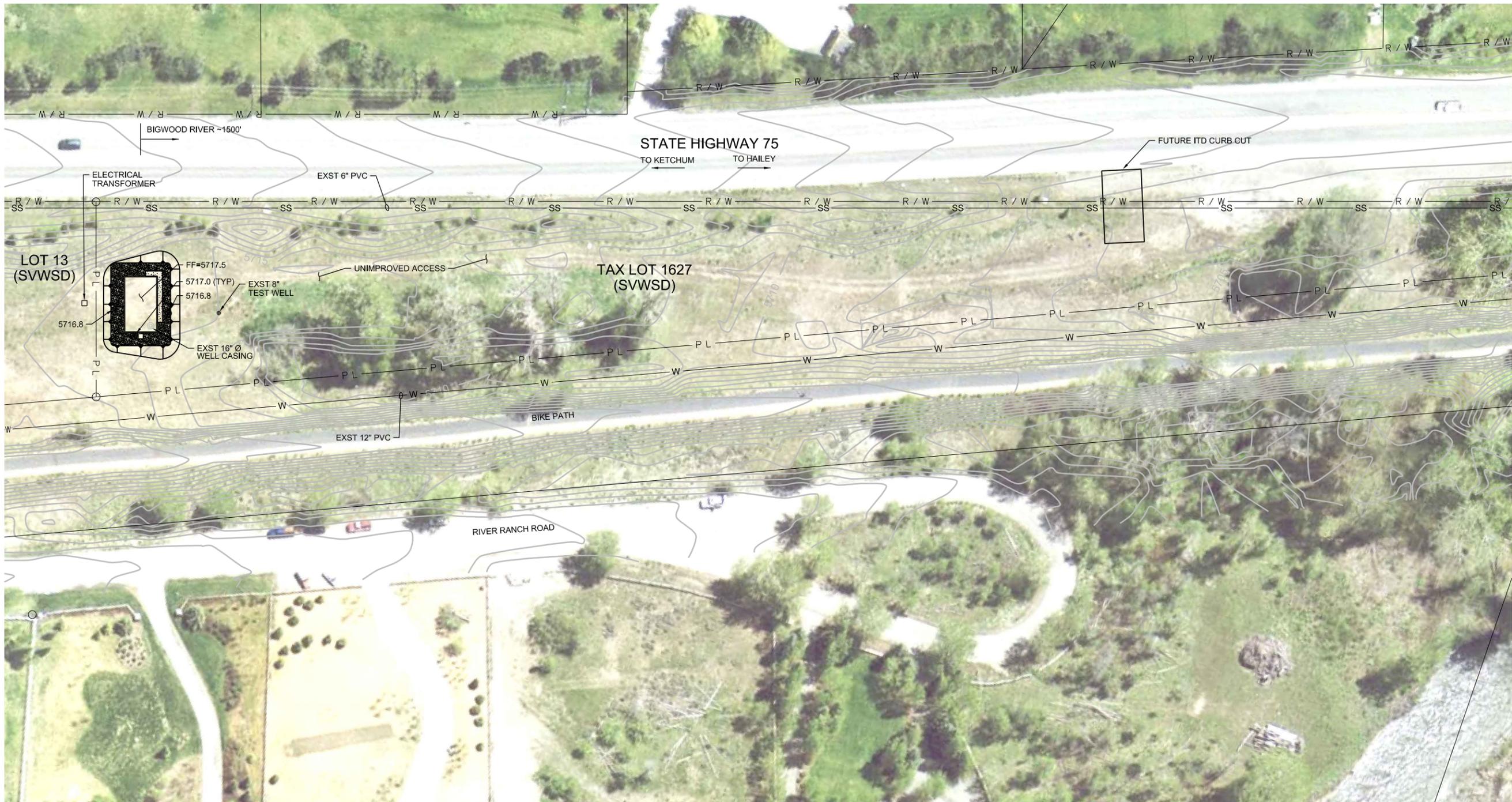
ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

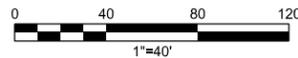
APPROVED:

Peter Hendricks, Mayor
City of Sun Valley

DRAFT



SITE AND GRADING PLAN



PRELIMINARY

NO.	DATE	DR	CHK	REVISION	APVD	BY	APVD

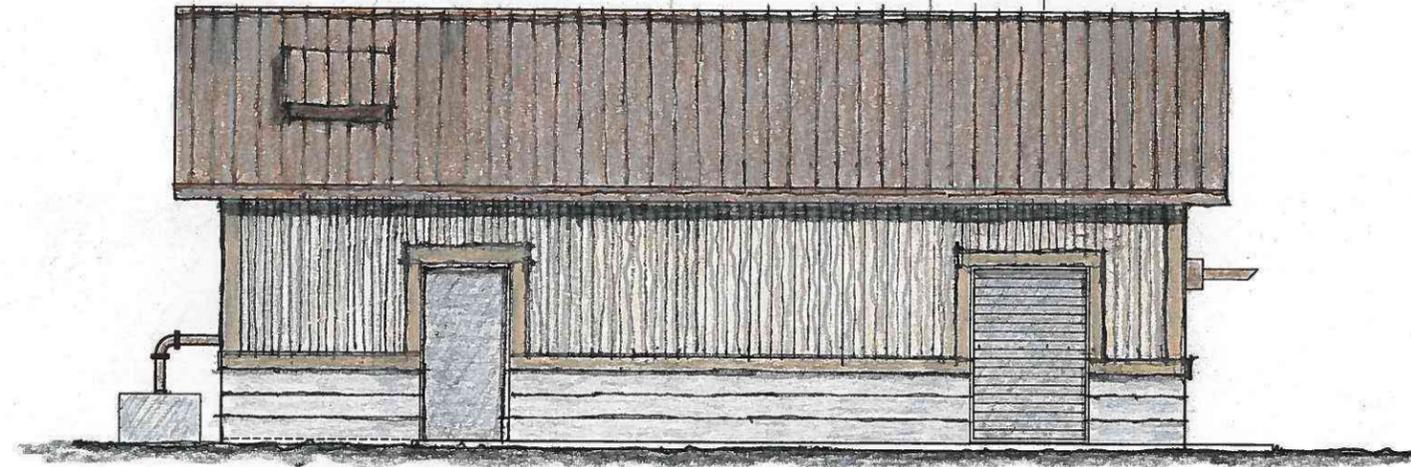
PUMP STATION FOR WELL NO. 13
 SUN VALLEY WATER AND SEWER DISTRICT
 SUN VALLEY, IDAHO

CH2MHILL®

SITE AND GRADING PLAN

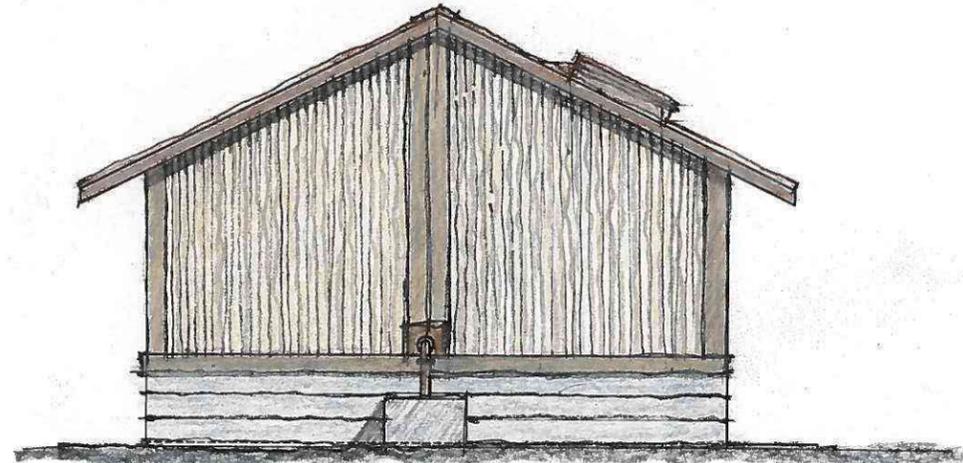
VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	APRIL, 2016
PROJ	154047
DWG	
SHEET	2 of 3

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2B

FRONT ELEVATION
1/4"=1'-0"



LEFT ELEVATION
1/4"=1'-0"

CH2MHILL.

STRUCTURAL
ELEVATIONS

PUMP STATION FOR WELL NO. 13
SUN VALLEY WATER AND SEWER DISTRICT
SUN VALLEY, IDAHO

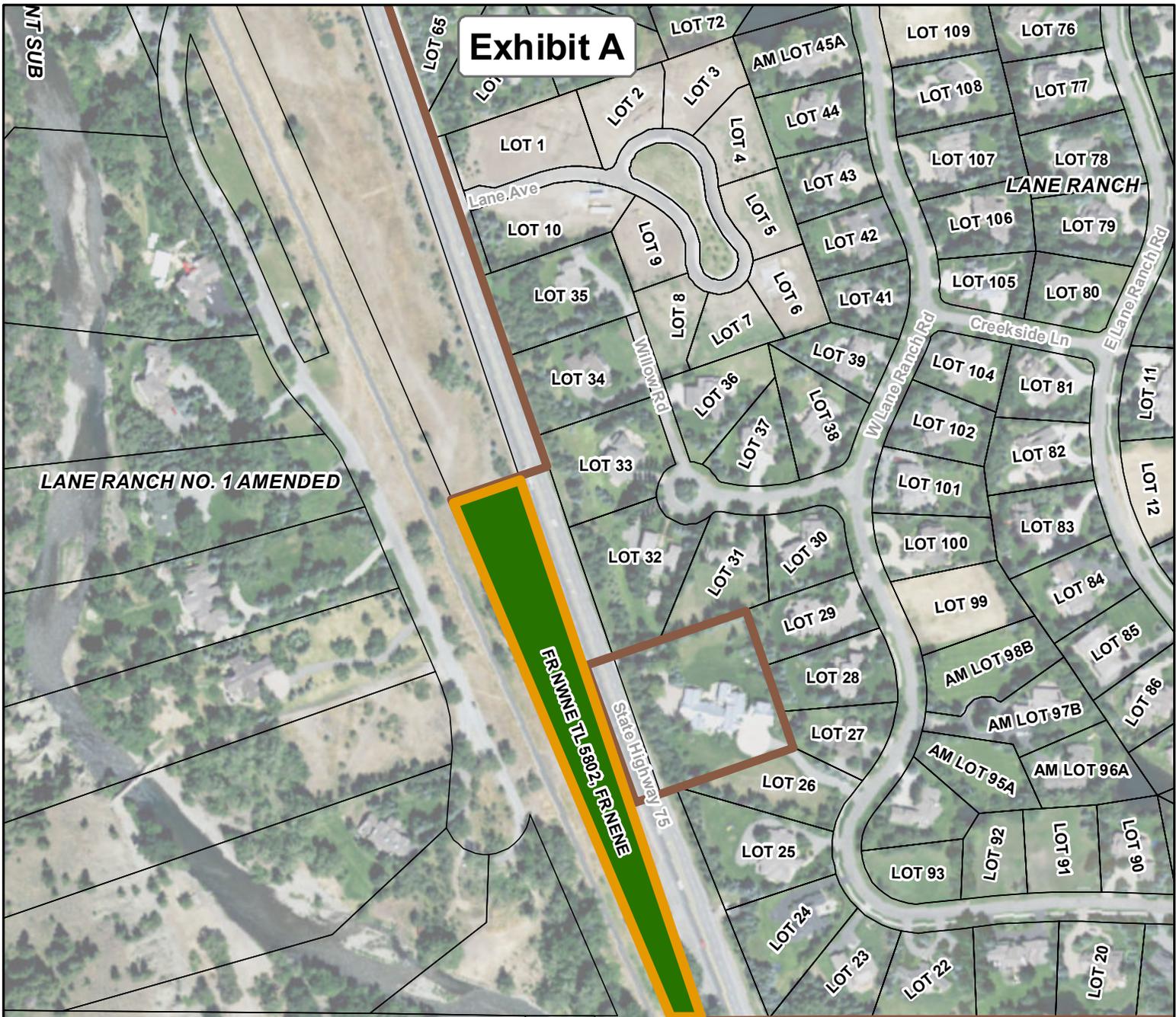
NO.	DATE	DR	CHK	APVD	BY	APVD
					J. WISKULS	
					J. WISKULS	
					J. WISKULS	

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VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	APRIL, 2016
PROJ	154047
DWG	13-S-121
SHEET	3 of 3

CF/CH2M 1 APRIL 2016

Exhibit A



Legend

-  Tax Lot 1627
-  City Boundary
-  parcels

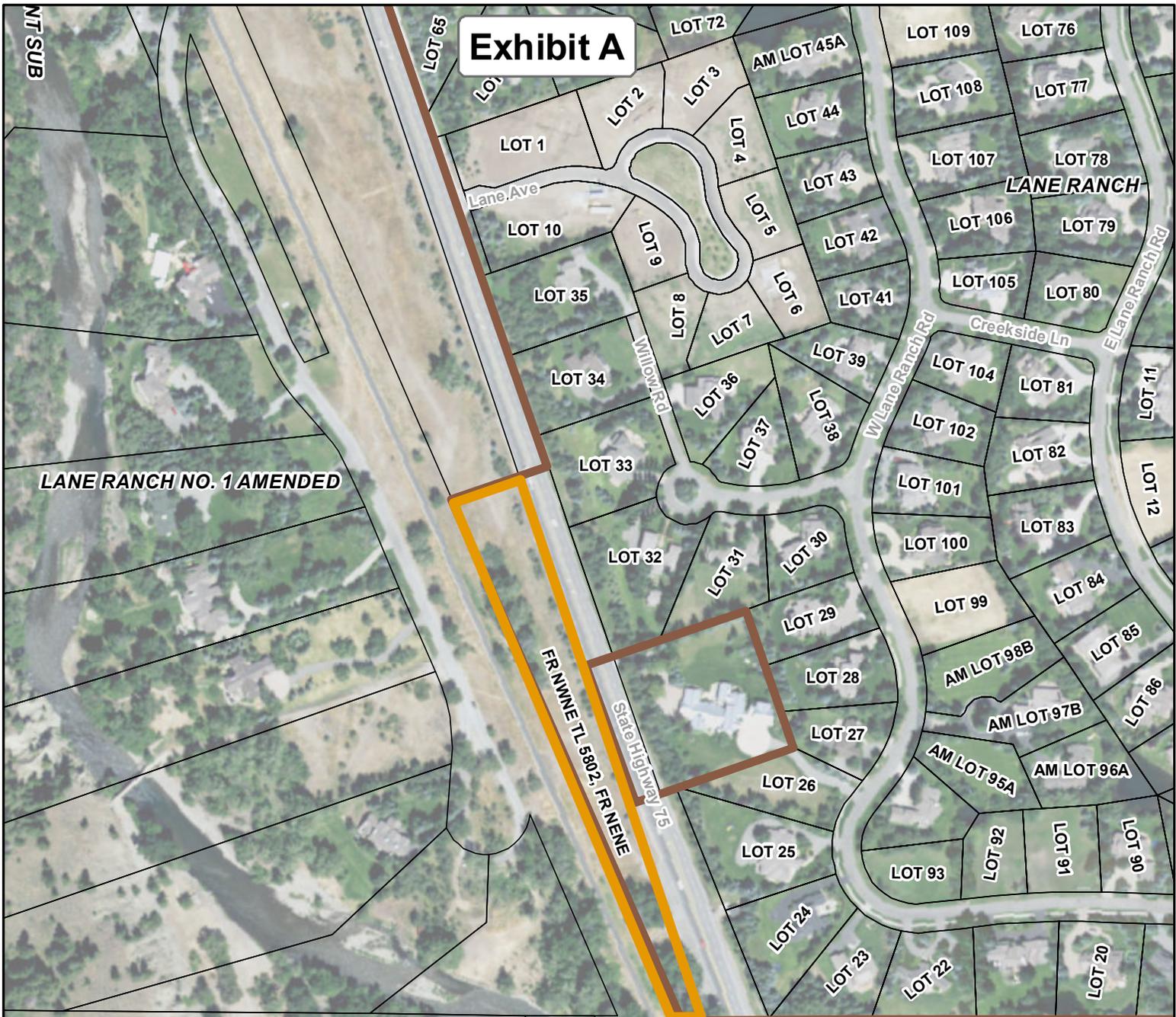
 **City of Sun Valley GIS**

 N

0 150 300 600 900 Feet

1 inch = 300 feet

Exhibit A



LANE RANCH NO. 1 AMENDED

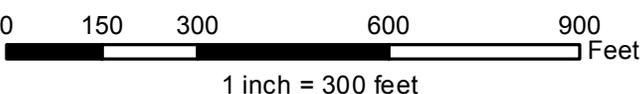
LANE RANCH

Legend

-  Treatment Plant
-  City Boundary
-  parcels



City of Sun Valley GIS



300 ft adjoiners for Parcel Number:RPS00000000880

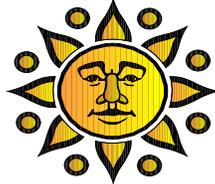
22 records returned in query

[Map It!](#)

You can save this file as .htm or .html and open it in a spreadsheet or copy and paste it into a spreadsheet.

Parcel Number	Owner 1	Owner 2	Mail Address Line 1	Mail Address Line 2	Mail Address Line 3	Mail Address Line 4	Mail Address Line 5	Property Address	Legal Desc 1
RPS04330000340	TICKNER GEOFFREY LINES		300 UPLANDS DR	HILLSBOROUGH CA 94010-6945				9 WILLOW RD	LANE RANCH SUB PHASE 2
RPS04330000230	STEFANI PAUL E	STEFANI ANN C	PO BOX 4951	KETCHUM ID 83340-0000				30 W LANE RANCH RD	LANE RANCH SUB PHASE 2
RPS04330000260	TUNNEY DORIS TRUSTEE	TUNNEY FMY SURVIVOR'S TRUST	BOX 3873	KETCHUM ID 83340-0000				24 W LANE RANCH RD	LANE RANCH SUB PHASE 2
RPS00000000880	SUN VALLEY WATER & SEWER		BOX 2410	SUN VALLEY ID 83353-0000					SUN VALLEY
RPS04330000240	WOOD LISA		PO BOX 174	SUN VALLEY ID 83353-0000				28 W LANE RANCH RD	LANE RANCH SUB PHASE 2
RP003750000070	SCHWENDENER MAUREEN	SCHWENDENER PAUL H III	1401 BURR OAK RD # 417B	HINSDALE IL 60521-0000				130 RIVER RANCH RD	LANE RANCH SUB #1
RPS04330000350	HENDERSON JEAN C		2658 NW CORNELL RD	PORTLAND OR 97210-0000				11 WILLOW RD	LANE RANCH SUB PHASE 2
RPS04330000310	COHEN LEONARD H TRUSTEE	COHEN LINDA C TRUSTEE	35 LINDA VISTA	ORINDA CA 94563-0000				3 WILLOW RD	LANE RANCH SUB PHASE 2
RPS04330000320	BUNSHOFT BARRY L TRUSTEE	BUNSHOFT SYLVIA A TRUSTEE	165 FRANCISCO STREET # 14	SAN FRANCISCO CA 94133-0000				5 WILLOW RD	LANE RANCH SUB PHASE 2
RPS04330000330	MC NEE LORI A		PO B OX 10098	KETCHUM ID 83340-0000				7 WILLOW RD	LANE RANCH SUB PHASE 2
RP00375000006A	SCHLOTFELDT WALTER P TRUSTEE	SCHLOTFELDT KATHERINE L TRUSTEE	2510 N POST RD	ANCHORAGE AK 99501-0000				126 RIVER RANCH RD	LANE RANCH SUB #1
RP04N18030744E	TURNER ROGER D	TURNER SALLY D	C/O CRAVATH, SWAINE & MOORE	825 EIGHTH AVENUE	NEW YORK NY 10019-0000			60 COLD SPGS GULCH RD	FR SWNE TL 7952
RP04N18030746B	TUNNEY DORIS TRUSTEE	TUNNEY FAMILY SURVIVORS TRUST	BOX 3873	KETCHUM ID 83340-0000				12651 STATE HIGHWAY 75	FR NENE TL 7513
									LANE

RPS04330000250	DE SAINT PHALLE MARC	DE SAINT PHALLE KAREN	150 E 73RD ST APT 5D	NEW YORK NY 10021-0000				26 W LANE RANCH RD	RANCH SUB PHASE 2
RP003750000050	LEMMAN PETER R TRUSTEE	LEMMAN DEBORAH K TRUSTEE	3227 HUNTS POINT RD	BELLEVUE WA 98004-0000				122 RIVER RANCH RD	LANE RANCH SUB #1
RP003750000090	MARKS FAMILY TRUST	MARKS MICHAEL	C/O ROOBIAN & CO	PO BOX 210545	SAN FRANCISCO CA 94121-0000			138 RIVER RANCH RD	LANE RANCH SUB #1
RP003750000100	GROSSMAN LANE RANCH CORP		C/O CHARLES CARLIES	3101 N CENTRAL AVE STE 1390	PHOENIX AZ 85012-0000			142 RIVER RANCH RD	LANE RANCH SUB #1
RP003750000110	VANOFF NICHOLAS E TRUSTEE	FELISA VANOFF TRUST DATED 8-11-84	19840 FOGGY BOTTOM RD	BLUEMONT VA 20135-0000				146 RIVER RANCH RD	LANE RANCH SUB #1
RP0049300000B0	IDAHO PARK FOUNDATION INC		5657 WARM SPRINGS AVE	BOISE ID 83716-0000				12623 STATE HIGHWAY 75	RIVERS EDGE RANCH SUB
RP003750000080	GOODRICH JR RAYMOND THOMAS TRUSTEE	PATTON REBECCA L TRUSTEE	1001 FOREST AVE	PALO ALTO CA 94301-0000				134 RIVER RANCH RD	LANE RANCH SUB #1
RP04N18030728A	DRASHNER-RIVER LLC	GARDNER-RIVER LLC	BOX 1200	HAILEY ID 83333-0000					FR SENE TL 2020, FR SENE
RP003750000130	SUN VALLEY WATER & SEWER DIST		BOX 2410	SUN VALLEY ID 83353-0000					LANE RANCH SUB #1



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

To: Honorable Mayor and City Council
From: Jae Hill, Community Development Director
Meeting Date: June 21, 2016
Agenda Item: **Aircraft Landing and Takeoff Permit**

SUBJECT: Request from Air St. Luke's for an aircraft landing and takeoff permit from the City of Sun Valley to land a helicopter at the Festival Meadows site as part of the Blaine County Fire Expo.

BACKGROUND: On Saturday, June 25, 2016 the Fire Departments of the Cities of Sun Valley and Ketchum are holding their annual Fire Expo at the City of Sun Valley's Festival Meadows on Sun Valley Road. The event's activities include an air rescue helicopter landing at the site. Consistent with City Code Section 4-5, Air St. Luke's is requesting City approval of an aircraft landing and takeoff permit to participate in a public relations event.

ANALYSIS: The requested permit only covers the date of June 25, 2016 and it is understood that one (1) landing and one (1) take-off will occur at the landing site, unless an emergency response call occurs that requires the helicopter to respond. In that instance, an alternate helicopter may land and take of one additional time as a replacement if needed. A landing zone officer will be designated and trained personnel from the Sun Valley and Ketchum Fire Departments will provide site safety during all flight operations in accordance with standard operating procedures for air rescue landing and takeoff operations. Upon landing, the helicopter will be completely shut down, the pilot and crew will exit, and the aircraft will be made available for the public relations event as applicable. The draft permit (**Exhibit "CC-A"**) requires the helicopter's operator, Air St. Luke's, and owner, Idaho Helicopter, Inc., to enter into a hold harmless and indemnification agreement (draft attached as **Exhibit "CC-B"**) and provide the City with a certificate of insurance.

<p><u>RECOMMENDATION:</u> The Community Development Director recommends the City Council review and approve the draft Aircraft Landing and Takeoff Permit and consider a motion authorizing the Mayor to sign the approved Permit.</p>

LIST OF ATTACHED EXHIBITS:

Exhibit "CC-1" Draft City of Sun Valley Aircraft Landing and Takeoff Permit.
Exhibit "CC-2" Draft Hold Harmless and Indemnification Agreement.

**The entire administrative record for the aircraft landing and takeoff permit request is available for review in the Community Development Department at City Hall.

CITY OF SUN VALLEY AIRCRAFT LANDING AND TAKEOFF PERMIT

Pursuant to the application of Air St. Luke's (hereinafter referred to as "Permittee") and consistent with Municipal Code Section 4-5 of the City of Sun Valley, the City of Sun Valley (hereinafter referred to as "City") as permitting agency and property owner does hereby permit the Permittee to land and take off a helicopter at the Festival Meadows site owned by the City on Sun Valley Road. The landing and takeoff site is identified in the City of Sun Valley Aircraft Landing and Takeoff Permit ("Permit") and this Permit is specifically conditioned upon the following terms and provisions:

1. The Permittee shall be entitled to use the following site as a takeoff and landing site: an open park area commonly known as the City of Sun Valley Festival Meadows ("Landing Site"), adjacent to the west of the Sun Valley Road right-of-way and specifically identified on the attached map exhibit. The purpose of the helicopter use is to participate in a public relations event as part of the 10th Annual Fire Services Appreciation Day organized by the Fire Departments of the City of Sun Valley and the City of Ketchum. The Permittee agrees that the point of origin takeoff will be existing Air St. Luke's facilities and that no landing for this event shall be within 300 feet of any buildings, which are used for residential, commercial, governmental or other purposes.

2. The Permittee agrees that the permit only covers the date of June 25, 2016. It is understood that one (1) landing and one (1) take-off will occur at the landing site, unless after landing the helicopter has to respond to an emergency assist call and another helicopter may take its place for one (1) additional landing and takeoff. Trained personnel from the Sun Valley and Ketchum Fire Departments will provide site safety during all flight operations in accordance with standard operating procedures for air rescue landing and takeoff operations. A landing zone officer will be designated by the Departments. Upon landing, the helicopter will be completely shut down, the pilot(s) and crew will exit, and the aircraft will be made available for the public relations event as applicable.

The Permittee shall meet the following conditions:

- a. The Landing Site is located a safe distance away from other Fire Services Appreciation Day activities;
- b. The Permittee will have communication with personnel on the ground and the Departments shall post personnel to control landing and takeoff in order to ensure safety at all times;
- c. The Permittee shall not fuel the helicopter at the Landing Site.

3. This Permit shall not be effective until such time as the Permit is authorized and signed by the City, specifically consenting to the use of the Landing Site by the Permittee.

4. The Permittee shall at all times comply with the ordinances of the City; and without limiting the foregoing requirements, the Permittee shall comply with the legal parameters of any State or Federal regulations and/or laws.

5. The Permittee shall use a helicopter leased from and owned by Idaho Helicopter, Inc. ("Helicopter Owner") of Boise, Idaho.

6. The Permittee and Helicopter Owner hereby agree to enter into a Hold Harmless and Indemnification Agreement with the City that holds the City and its agents, employees, representatives, insurers, and attorneys harmless from and indemnifies the City and its agents, employees, representatives, officials, insurers, and attorneys for any and all costs or expenses and any and all claims, demands, obligations, liabilities, damages, costs, lawsuits and judgments, including attorneys'

fees (collectively "Claims"), connected in any way with the planning, staging, or operations of the helicopter.

7. The Permittee and Helicopter Owner shall furnish the City with a current certificate of insurance bearing evidence of liability insurance with limits of liability of at least five million dollars (\$5,000,000.00) naming the City of Sun Valley and the City of Ketchum as additional insured. Such insurance shall provide for thirty (30) day notice of cancellation to City. Disapproval of the policy by City or cancellation shall result in immediate cessation of the Permittee operations if similar insurance is not obtained within 24 hours from such disapproval or cancellation.

8. This Permit is specifically issued on condition that the pilot of the helicopter shall be a FAA certified helicopter pilot.

9. The Permittee agrees that it shall bear the full cost of any retrieval of its property in connection with activities carried out pursuant to this Permit.

10. This Permit shall not be transferable and does not result in the establishment of any proprietary rights by the Permittee.

DATED this 21st day of June, 2016

Peter Hendricks, Mayor
City of Sun Valley

ATTEST:

Alissa Weber, City Clerk
City of Sun Valley

The Permittee and Owner have has considered the language of the foregoing Permit and agree with the terms and conditions provided.

DATED this 21st day of June, 2016

Blaine Patterson, Director of EMS
Air St. Luke's

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("AGREEMENT") IS MADE THIS 21st DAY OF JUNE, 2016 BY AND AMONG THE CITY OF SUN VALLEY, AN IDAHO MUNICIPAL CORPORATION AND THE PROPERTY OWNER (HEREINAFTER "CITY"), AIR ST. LUKES (HEREINAFTER "PERMITTEE") AND IDAHO HELICOPTER, INC. (HEREINAFTER "HELICOPTER OWNER") IN CONTEMPLATION OF THE FOLLOWING RECITALS.

A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. With the review and consent of the City Council at a noticed public meeting held at City Hall at 1:00 p.m., June 21, 2016, the Mayor of the City has the authority to sign and execute this Agreement.

B. The Permittee and Helicopter Owner are private corporations currently wishing to land a helicopter on an area commonly known as the Festival Meadows located adjacent to the west of the Sun Valley Road right-of-way and owned by the City. The purpose of the helicopter use is to participate in a public relations event as part of the 10th Annual Fire Services Appreciation Day. The landing and takeoff site and operational requirements are identified in the Aircraft Landing and Takeoff Permit ("Permit") issued by the City on June 25, 2016.

C. The Permit is specifically conditioned to require the Permittee and Helicopter Owner to enter into a hold harmless and indemnification agreement with the City that holds the City and its agents, employees, representatives, insurers, and attorneys harmless from and indemnifies the City and its agents, employees, representatives, insurers, and attorneys for any and all costs or expenses and any and all claims, demands, obligations, liabilities, damages, costs, lawsuits and judgments, including attorneys' fees (collectively "Claims"), connected in any way with the planning, staging, or operations of the helicopter.

D. The Permittee has represented to the City that it leases a helicopter from the Helicopter Owner for its current operations in the Sun Valley region and the Permittee intends to operate the helicopter for the event on June 25, 2016 to land and take off one time at the site, or one additional landing and takeoff if required to respond to an emergency event during the event.

E. Therefore, on the basis of the foregoing Recitals which are incorporated in this Agreement as though set forth in full, and in consideration of the mutual promises and undertakings hereinafter set forth, and for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Cooperation. The Permittee and Helicopter Owner and all its employees and representatives shall cooperate with City authorities and personnel and do all things reasonably required by the City to ensure all rules and regulations of the City and applicable agencies are complied with.

2. Festival Meadows Permittee Operations. The City, Permittee and Helicopter Owner agree that the Permittee is authorized by the City to use the landing and takeoff site on June 25, 2016.

3. City Monitoring. The Permittee and Helicopter Owner agree that the City, through the Mayor, Police Department and Fire Department shall have the authority to monitor the Permittee operations to ensure conditions of this Agreement are fully met. The Permittee and Helicopter Owner agree that the City may revoke this Agreement or close down the operation at

any time it is determined in the City's subjective judgment that the public health, safety or welfare is in jeopardy.

4. Hold Harmless and Indemnification. The Permittee and Helicopter Owner hereby indemnify and hold harmless the City and its agents, employees, representatives and insurers from any and all costs, expenses, claims, demands, obligations, liabilities, damages, lawsuits and judgments, without limitation, including attorney's fees (collectively "Claims"), connected in any way or arising in any way from or related to the planning, staging, or operations of the Permittee over the Festival Meadows related in any way whatsoever to this landing Permit.

5. Liability Insurance. The Permittee and Helicopter Owner shall furnish the City with a certificate of insurance bearing evidence of liability insurance for the Permittee with limits of liability of at least five million dollars (\$5,000,000.00) naming the City of Sun Valley and the City of Ketchum as additional insured. Such insurance shall provide for thirty (30) day notice of cancellation to the City. Disapproval of the policy by the City or cancellation shall result in immediate cessation of the Permittee operations for this event if similar insurance is not obtained within 24 hours from such disapproval or cancellation.

6. Miscellaneous Provisions.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

b. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between them with respect hereto.

c. This Agreement shall be construed in accordance with the laws of the State of Idaho.

d. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorney's fees and costs, whether or not litigation is actually instituted, and including attorney's fees and costs on appeal and in any bankruptcy proceeding.

e. Each signatory agrees that s/he has full authority and consent to sign this Agreement.

f. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SUN VALLEY

By: _____
Peter Hendricks, Mayor

ATTEST:

Alissa Weber, City Clerk

PERMITTEE

By: _____
Blaine Patterson, Director of EMS
Air St. Luke's

HELICOPTER OWNER

By: _____
Steve Sandmeyer, Director of Operations
Idaho Helicopter, Inc



To: Sun Valley Community Development Director

This is an application for Air St Luke's to land a helicopter at Festival Field on Sun Valley Rd. on June 25th, 2016 between the hours of 1100 & 1400, for the event Blaine County Fire Expo. There will be an Air St Luke's landing zone officer on the ground at all times during the event & they will be in radio contact with the flight crew. A landing zone along with the GPS coordinates has already been designated.

Aircraft is owned and operated by Idaho Helicopters based in Boise, ID. We will be landing either a Bell 429 medium duty twin engine helicopter or a Bell 407 medium duty single engine helicopter.

They are licensed both part 91 and part 135 with the FAA and the programs is CAMTS accredited.

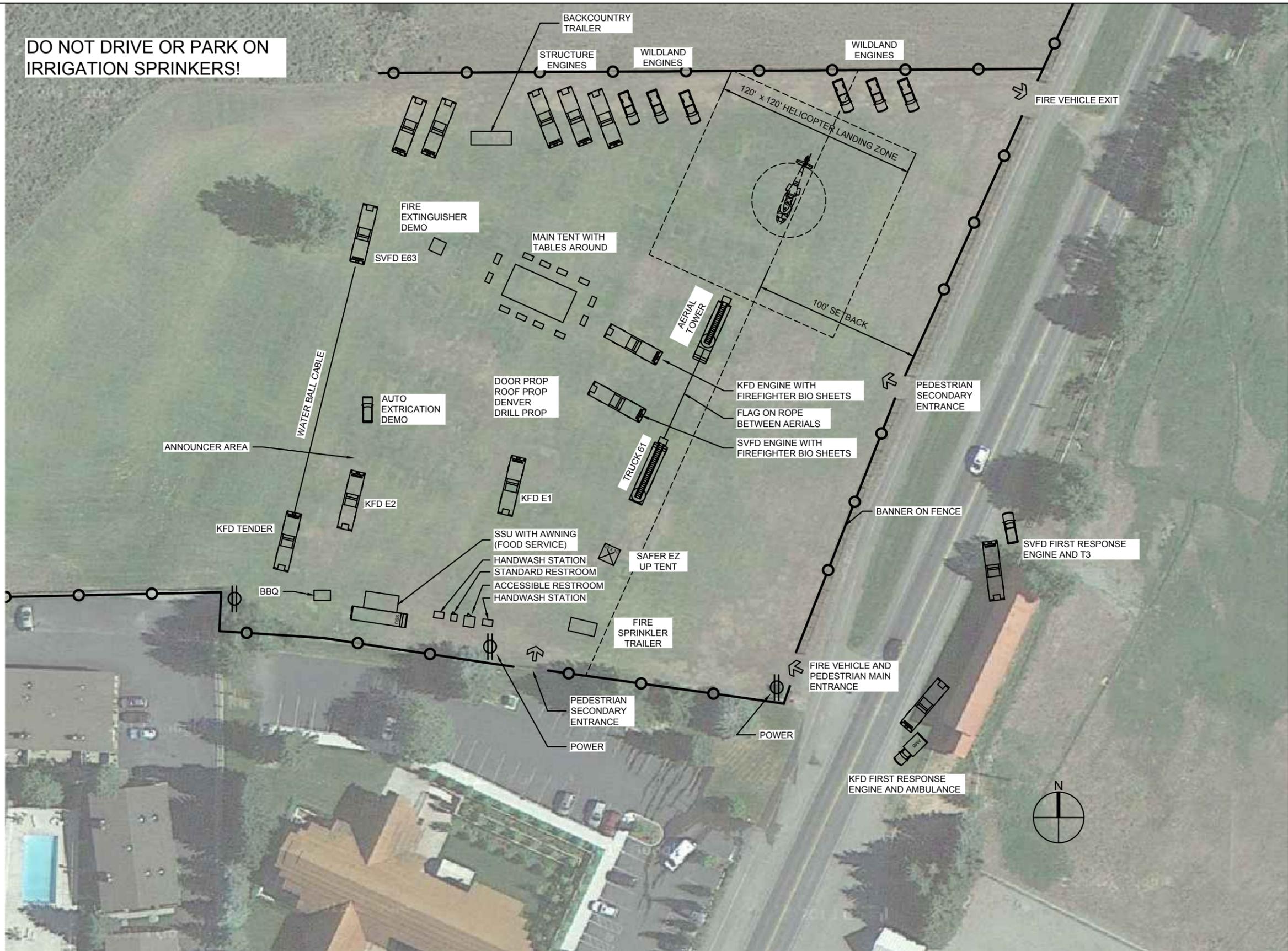
Thank you,

Blaine Patterson

Director of EMS

Saint Luke's Health system

FILENAME Z:\Dropbox\Lister 2016\SVFD 2016\Fire Expo 2016-05-25 Fire Expo Site Layout.dwg
 5/25/2016 11:57 AM



SITE LAYOUT
 1" = 60'

Blaine County Fire Expo Site Layout
 FESTIVAL MEADOW, SUN VALLEY ROAD

CITY OF SUN VALLEY

RESOLUTION 2016-11

A RESOLUTION OF THE CITY OF SUN VALLEY
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR CITY ATTORNEY
LEGAL SERVICES WITH WHITE PETERSON GIGRAY & NICHOLS, P.A.

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

WHEREAS, Pursuant to Idaho Code § 50-301 and § 50-302, Sun Valley is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry; and

WHEREAS, the City desires to enter into an Agreement for City Attorney/Civil Legal Services (“the Agreement”), attached as Exhibit 1, with White Peterson Gigray & Nichols P.A. (White Peterson) to provide City Attorney legal services; and

WHEREAS, the City of Sun Valley and White Peterson have agreed to the terms and conditions of the Agreement; and

WHEREAS, under the Agreement, White Peterson will provide City Attorney legal services under a monthly retainer at a cost of two thousand five hundred dollars (\$2,500) per month; and

WHEREAS, under the Agreement, compensation for legal services performed by White Peterson at the request of the City, which are considered outside of the legal services agreed upon in the retainer, shall be paid at the discounted hourly rate included in the Agreement.

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

SECTION 1: That the Mayor is hereby authorized to execute the Agreement, attached as Exhibit 1, for City Attorney legal services with White Peterson.

SECTION 2: That this Resolution shall be known as Resolution No. 2016-11 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 THE ____ DAY OF JUNE, 2016.

Peter Hendricks, Mayor

Alissa Weber, City Clerk

EXHIBIT 1

AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES

Parties:

City of Sun Valley	City	81 Elkhorn Road, P.O. Box 416, Sun Valley, Idaho 83353
White Peterson Gigray & Nichols, P.A.	White Peterson	5700 E Franklin Rd, Suite 200, Nampa ID 83687

THIS AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES (“Agreement”) is made by and between the CITY OF SUN VALLEY, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, and WHITE PETERSON GIGRAY & NICHOLS, P.A., an Idaho professional association.

RECITALS

A. The City requested the submission of proposals from qualified firms to provide certain city attorney/civil legal services to the City. The City's Request for Proposals is incorporated herein and is made a part of this Agreement by this reference.

B. In response to the City's Request for Proposals, White Peterson submitted a proposal for the provision of city attorney/civil legal services on April 1, 2016. That proposal is incorporated herein and made a part of this Agreement by this reference and attached as Exhibit A.

C. After a review of proposals as well as presentations from certain selected firms, the City finds that is in the best interest of the City to enter into this agreement with White Peterson for the provision of civil legal services and appoint White Peterson as city attorney pursuant to Idaho Code § 50-204.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, City and White Peterson covenant and agree as follows:

**SECTION 1
INCORPORATION OF RECITALS**

1.1 The parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.

**SECTION 2
DEFINITIONS**

In addition to any other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 2.1 Additional Legal Services:** means and refers to representing the City in litigation, including arbitration, brought on behalf of, or against, the City which is not covered under the City's insurance policy or policies; representing the City in prosecuting or defending claims (before litigation is filed) not covered by the City's insurance policy or policies; representing the City in collective bargaining matters; significant and substantial preparation and revision of City ordinances and resolutions; significant and substantial drafting and review of contracts and agreements concerning the City; drafting recommendations, findings, or orders for development application decisions (planning and zoning matters); significant and substantial review, comment, and drafting assistance concerning proposed City policies, including human resources policies; personnel investigations and subsequent hearings; judicial confirmations and bond proceedings; formation of local improvement districts for infrastructure construction; development of impact fee ordinance and related matters; construction bidding disputes; attendance at special City Council meetings, Planning and Zoning meetings, or other City meetings when requested by the Mayor or City Council and any other matter not included in the definition of **Retainer Legal Services** below.
- 2.2 City Attorney:** means and refers to Matthew A. Johnson
- 2.3 Fiscal Year:** means and refers to City's fiscal year, now beginning October 1 and ending September 30 of each calendar year, as provided by State law and this definition shall be considered automatically amended in the event of an amendment of the provisions of Idaho law relative to the establishment of the fiscal year for City.
- 2.4 Retainer Legal Services:** means and refers to:
- 2.4.1** Attendance of the City Attorney (or if unavailable, another White Peterson attorney as designated by the City Attorney) at one (1) meeting of the City Council per month;
 - 2.4.2** Routine telephone, electronic, and personal conferences with City employees and officials, and provision of legal advice and opinions associated with such routine matters;
 - 2.4.3** Routine review and revision of City ordinances, resolutions, and policies (excluding major revisions/adoptions) in cooperation with City staff; and routine review and revision of contracts and agreements (excluding substantial creation or drafting of such) in cooperation with City staff
 - 2.4.3** Subject to approval by the Mayor and Council, participation in Association of Idaho Cities matters, including participation in drafting legislation and testimony before the legislature if requested by AIC;

- 2.4.4 Responses to citizen inquiries regarding City ordinances other than those pertaining to criminal matters;
 - 2.4.6 Participation in telephone and office conferences with builders or developers regarding pending development projects at the request of the City Council and/or City staff; and,
 - 2.4.7 Participation and assistance in City's efforts to set a budget for the City's civil legal services for the next fiscal year.
- 2.5 **Significant and substantial:** means and refers to non-routine additional legal services where the legal assistance requested is reasonably anticipated to exceed one and one-half hours of service on that project.

**SECTION 3
SERVICES PROVIDED BY
WHITE PETERSON**

Pursuant to the terms of this Agreement, White Peterson as an independent contractor is hereby appointed by the City to perform all Retainer Legal Services for the City and such other Additional Legal Services as requested by the City. Where requested services are anticipated to be Additional Legal Services, the City Attorney will provide for City approval a Scope of Work describing the anticipated services and an estimate of time and cost. Such Scopes of Work are subject to later change orders and modifications upon discussion and approval between the City and City Attorney.

**SECTION 4
PAYMENT FOR SERVICES**

City agrees to pay White Peterson for services rendered pursuant to the terms of this Agreement as follows:

- 4.1 As compensation for all Retainer Legal Services, including all out-of-pocket and travel expenses incurred by White Peterson in performing the Retainer Legal Services, City shall pay White Peterson the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500) per month.
 - 4.1.1 Payment for Retainer Legal Services shall be due monthly in advance on or before the twentieth (20th) day of each month. Although the parties acknowledge that the Retainer Legal Services are provided on a flat-fee basis, White Peterson agrees to maintain accurate monthly time records of all Retainer Legal Services provided by its attorneys (itemized by date and the attorney performing services) and to provide the same to City on a monthly basis.

- 4.2 Compensation for Additional Legal Services performed by White Peterson at the request of the City shall be paid at the discounted hourly rates attached as **Schedule A**.
- 4.2.1 City shall also reimburse White Peterson for actual out-of-pocket expenses (such as travel, filing fees, postage, etc.) incurred by White Peterson in the performance of the Additional Legal Services, as authorized by City.
- 4.2.2 White Peterson will provide the City with a monthly itemized invoice of all Additional Legal Services performed (including all out-of-pocket expenses). Provided the invoice is received by the tenth (10th) day of the month, the City shall remit payment to White Peterson by the fifteenth (15th) business day of the following month.

SECTION 5 TERM

- 5.1 The term of this Agreement shall be effective to June 1, 2016, and shall continue until the end of the City's next Fiscal Year, September 30, 2017, subject to renewal or extension as set forth in this Agreement.

SECTION 6 REPRESENTATIONS AND WARRANTIES OF WHITE PETERSON

- 6.1 **Authority:** White Peterson has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- 6.2 **No Prohibition to Performance:** There are no judgments, liens, actions, or proceedings existing or pending against White Peterson which would materially affect White Peterson's ability to enter into or perform under this Agreement.
- 6.3 **Corporate Status:** White Peterson is a professional service corporation duly organized, validly existing, in good standing under the laws of the State of Idaho and has all necessary corporate powers to enter into this Agreement.
- 6.4 **Designated Primary Attorney:** White Peterson acknowledges that Matthew A. Johnson is designated as the attorney with primary responsibility for providing legal services to the City pursuant to this Agreement.
- 6.5 **Performance of Services:** White Peterson agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, and/or regulations of any applicable regulatory authority or governmental body.
- 6.6 **Non-Exclusive Agreement:** White Peterson acknowledges that this Agreement shall not be interpreted to limit the City's authority to retain the services of outside legal counsel to

perform any legal services, whether as a result of the City's need for special expertise or otherwise.

- 6.7 Insurance:** For purposes of this Agreement, White Peterson will carry professional liability insurance with coverage limits over \$1,000,000.00 per occurrence. Certificate of proof of insurance will be provided to the City.

SECTION 7 POSSIBLE EXTENSION OF TERM AGREEMENT

The Parties may mutually agree to renew or extend the term of this Agreement; any such renewal or extension will be in writing.

SECTION 8 TERMINATION

This Agreement may be terminated upon mutual agreement of the parties. City shall also have the right to remove White Peterson's appointment as City's attorneys in the manner as set forth in Idaho Code § 50-206 and terminate this Agreement, with or without cause, at any time, which termination shall be effective upon service of written notice to White Peterson in the manner as set forth herein. In the event of a termination, City shall remain responsible to pay White Peterson for all services provided through the date of termination pursuant to the terms of this Agreement.

SECTION 9 GENERAL PROVISIONS

- 9.1 Attorney Fees:** If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.
- 9.2 Binding Effect:** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
- 9.3 Choice of Law:** This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho.
- 9.4 Notices:** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

<p>City: City Administrator City of Sun Valley 81 Elkhorn Road, P.O. Box 416 Sun Valley, Idaho 83353</p>	<p>White Peterson: Matthew A. Johnson, Esq. White, Peterson, Gigray, & Nichols, P.A. 5700 East Franklin Road, Suite 200 Nampa, ID 83687</p>
---	--

- 9.5 Paragraph Headings:** The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.
- 9.6 Partial Invalidity:** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 9.7 Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 9.8 No Assignment by White Peterson:** White Peterson shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.
- 9.9 Handwritten Provisions:** Handwritten provisions inserted in this Agreement, and initialed by the parties in ink, shall control all typewritten provisions in conflict therewith.
- 9.10 Entire Agreement:** This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- 9.11 Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.
- 9.12 Amendments:** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF SUN VALLEY

By: _____
Peter M. Hendricks, Mayor

ATTEST:

Alissa Weber, City Clerk

**WHITE, PETERSON, GIGRAY, &
NICHOLS, P.A.**

By: _____
William F. Nichols, Managing Director

W:\Work\S\Sun Valley, City of 24795\Legal Services Agreement\Draft Sun Valley Legal Svcs Agreement 2016.revised.docx

SCHEDULE A

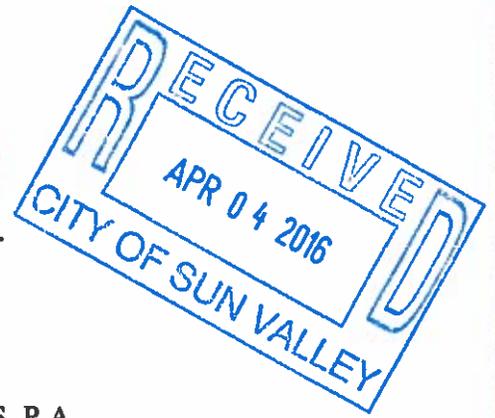
HOURLY RATES

	<i>\$ Per Hour Rate</i>
Shareholder Attorneys	\$175.00
Associate Attorneys	\$125.00
Legal Assistants	\$75.00

Exhibit A

WHITE PETERSON

ATTORNEYS AT LAW



WHITE, PETERSON, GIGRAY & NICHOLS, P.A.

CANYON PARK AT THE IDAHO CENTER

5700 E. FRANKLIN RD., SUITE 200

NAMPA, IDAHO 83687-7901

TEL (208) 466-9272

FAX (208) 466-4405

Response to Request for Proposal
PROPOSAL FOR LEGAL SERVICES
FOR THE
CITY OF SUN VALLEY

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ABOUT THE FIRM

White Peterson is a general practice law firm with a specialization in representing and advising local government clients. The Firm's collective experience in representing local government clients includes ongoing legal services in all phases of municipal, special service, and school district operations. This firm has been in Nampa since 1968 and has represented municipal clients for over 40 years. Presently, there are seven attorneys practicing in the Firm. Our offices are located directly in front of the Ford Idaho Center in Nampa, Idaho with easy access to Interstate 84.

The following is a list of our municipal and special service district clients:

Cities:

City of Cascade;
City of McCall;
City of Melba; and
City of Wilder.

The Firm also represented the City of Nampa from 1974 to 2014, the City of Meridian from 1998 to 2004, the City of Caldwell from 1990 to 1995 and the City of Greenleaf from 1990 to 2002.

Highway Districts:

Canyon Highway District No. 4;
Golden Gate Highway District No. 3;
Homedale Highway District; and
M.O.J.O. Board (a Joint Powers Agreement between Canyon Highway District No. 4, Golden Gate Highway District No. 3, and Notus-Parma Highway District No. 2).

Fire Districts:

Caldwell Rural Fire Protection District;
Homedale Rural Fire Protection District;
Kuna Rural Fire District;
Nampa Fire Protection District;
New Plymouth Fire Protection District;
Star Fire Protection District; and
Wilder Rural Fire Protection District.

Cemetery Districts:

Greenleaf Cemetery District;
Joint Fairview Cemetery Maintenance District;
Kuna Cemetery District; and
Pleasant Ridge Cemetery Maintenance District.

Irrigation Districts:

Golden Gate Irrigation District; and
Canyon Hill Irrigation District.

School Districts:

School District No. 132 (Caldwell School District)

Other:

Garden Valley Recreation District;
2 Forks Recreational Water and Sewer District;
McCall Redevelopment Agency;
North Lake Recreational Sewer and Water District;
Nampa Development Corporation;
Wilder Housing Authority; and
Wilder Free Library District.

Additionally, White Peterson specializes in the following areas of law directly related to its municipal clients:

Municipal Corporation and Governance Law

Our Firm works with our local government clients on a daily basis to understand, handle, and administer under Idaho's municipal corporations law and associated governance laws such as the Open Meetings Law, Public Records, Law, and Ethics in Government Law. We routinely assist with public records reviews and requests, records management policy, municipal powers questions, meeting organization, executive session issues, ethics and conflict of interest questions, elections administration, and budget issues and concerns. Our legal support staff also works closely with local government clerks to track, calendar, notice, and record as necessary on these general municipal corporation procedures.

Real Estate and Development/Land Use Law

In the process of representing governmental clients, we have experience in real property and right-of-way acquisitions, and land use regulation. Our real property acquisitions and development experience includes: annexations, platting, special use, variances, vacations, easements, administrative facilities, recreational property, public rights-of-way, material sites and acquisitions involving joint powers of a number of governmental entities as well as local improvement district formation and projects. We have assisted in large construction and development projects, including new water systems, sewer system upgrades, fire stations, administrative offices, real estate purchases, elementary and high schools, and the Idaho Center in Nampa, to name just a few.

Environmental, Administrative Law and Regulatory Compliance

White Peterson is experienced in negotiations, compliance, and administrative agency actions related to wastewater, storm water, drinking water and water rights, irrigation, airports, highways and transportation. Our firm is able to assist clients with issues arising from federal regulatory programs, such as the Clean Water Act, National Environmental Policy Act, Clean Air Act, RCRA, and CERCLA. In addition, we assist clients with state regulatory issues arising under the Idaho Environmental Protection and Health Act, the state water quality standards, underground storage tank requirements, and general natural resource and environmental concerns. We are experienced with administrative rule-making and administrative review processes, as well as assisting city staff with enforcing local restrictions and permits required by federal and state law.

Public Works and Municipal Utilities

The Firm has extensive experience with municipal public works and administrative utilities, including wastewater, storm water, drinking water, irrigation, parks and roads and streets. Our attorneys have decades of legal experience counseling cities, highway districts, water and sewer districts, and irrigation districts. In addition, we are experienced and have assisted with municipal utility rate-setting and adjustments, obtaining public works project financing and working with the Idaho Revenue Bond Act (including assisting with both elections and judicial confirmation lawsuits), acquiring rights-of-way, handling eminent domain issues (including prosecuting and defending), and negotiating use of qualified facilities by private utilities, as well as advising in the creation, application, and enforcement of city public works policy.

Collections

Our Firm has worked closely with our local government clients to address collections policies and practices. We have advised and assisted on collections policy, collections process updates, collections notices, options for small-claims courts proceedings, and additional options such as special assessments when appropriate.

Public Safety and Code Enforcement

White Peterson has worked closely with police and fire departments for municipal clients of all sizes. We have assisted in a variety of matters including public records, personnel matters, labor negotiations, analysis of constitutional issues such as due process, and departmental organization. White Peterson also has ongoing experience with the enforcement of international safety codes, fire codes, building codes, nuisance abatement, and municipal codes.

Litigation

White Peterson has considerable litigation experience. The following is a list of the types of litigation our Firm has handled for local government clients: declaratory judgment actions; defense of ACLU suits and claims involving speech, rights of assembly and petition gathering; defense of claimed violations of Article VIII, Section 3 of the Idaho Constitution; election contests; eminent domain; fair housing; highway validation; human rights; inverse and de facto condemnation claims; judicial review; land use planning matters; Open Meeting Law; quiet title actions; and tort claims.

Employment Law

Our Firm helps clients develop effective personnel policies which address hiring practices and protocols, pre-employment inquiry process, employee evaluation, discipline and discharge hearings, including issues unique to public sector employers, and unemployment claims and hearings. We have conducted investigations into allegations of employee misconduct and have made recommendations to the employers regarding employee discipline ranging from oral reprimands to discharge. We have reviewed, commented upon, and revised employee improvement plans to clarify expectations and consequences. We have also assisted in the development of employee benefits policies and addressed employee benefit issues. Part of our work in this area is to coordinate with our client's employment insurance carrier to improve the likelihood that adverse action against an employee will not result in litigation, or, if litigation ensues, increase the probability of a favorable outcome for the client.

Labor Law

The attorneys at White Peterson have considerable experience with a variety of federal and state laws regarding labor. This includes familiarity with the Fair Labor Standards Act, Equal Employment Opportunity Act of 1972 together with the Presidential Executive Orders Nos. 12898 and 13166 and the regulations issued by the Equal Employment Opportunity Commission, Americans with Disabilities Act, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, Uniformed Services Employment and Reemployment Rights Act of 1994, Age Discrimination in Employment Act, Family and Medical Leave Act, Equal Pay Act of 1963, Civil Rights Acts of 1964 and 1991 which prohibit discrimination in employment, and the Drug Free

Schools and Communities Act of 1989 which through the Federal Department of Education rules require all schools receiving federal funds to take steps to implement programs to prevent the unlawful possession, use, or distribution of drugs by faculty or students. We have defended cases before the Idaho Human Rights Commission and in federal court.

Ordinance/Policy/Regulations Drafting

Our Firm has experience in drafting all types of ordinances, regulations and policy for local government entities. It is an everyday part of our practice.

We also are active in monitoring, and at times participating, in legislative and regulatory activity that will impact our local government clients. This includes active involvement in both the Idaho Municipal Attorneys and the Association of Idaho Cities. Our involvement in tracking and commenting on legislation helps us to provide counsel to our local government clients on of issues of concern and of local statute or policy changes needed in response to state or federal legislative or regulatory changes.

Finance

White Peterson now and has for years of representing various clients been very involved in the financial side of municipal administration. This has included involvement in the budgeting process. We have provided legal services in the development and establishment of standing funds (including standing funds under joint powers agreements with other governmental agencies). Our attorneys also work with government auditors on a regular basis to ensure best accounting practices are followed. Additionally, our firm has also had experience with the Idaho Depository Law, municipal bonds, and impact fees.

Intergovernmental Relations

It is very important for municipalities to work together with neighboring jurisdictions, state and Federal agencies. We have experience in drafting and coordinating joint powers agreements, cooperative efforts of various jurisdictions, including state agencies, when there is a common problem or a need to coordinate. These efforts have included responses to NPDES, FEMA, MS4 regulation, highway jurisdictional matters involving work agreements, material site ownership and operation, joint crushing operations, corridor access management, highway exchange maintenance agreements, joint lobbying efforts on legislation both involving state and county legislative efforts and bill drafting. Our firm members are very involved in the Association of Idaho Cities and Idaho Municipal Attorneys Association.

ATTORNEYS

Designation of Proposed Primary Attorney: White Peterson proposes that the primary attorney that will be coordinating work for the City of Sun Valley will be Matthew A. Johnson. William F. Gigray, III, shareholder, and William L. Punkoney, shareholder will serve as primary backup on coordination, additional points of contact and as team members in providing legal counsel as needed.

MATTHEW A. JOHNSON

Practice Areas Municipal and Local Government; Planning and Zoning; Land Use; Environmental and Natural Resources; Water Rights; Administrative Law and Regulatory Compliance; Public Policy; Real Estate; Homeowners Associations; Corporate and Non-Profit Entities; Estate Planning

Education Washington University in St. Louis, J.D. 2007; Washington University in St. Louis, M.A. Political Science 2007; College of Idaho, B.A. 2000

Admitted 2007, Idaho and U.S. District Court, District of Idaho

Memberships Third Judicial District Bar Association (President, 2010-2011; Secretary, 2009-2010); Idaho Municipal Attorneys; International Municipal Lawyers Association; Idaho State Bar Real Property Section

Community Interests Rotary Club of Nampa (Treasurer); Nampa Schools Foundation; Nampa Chamber of Commerce, Government Relations Committee, Nampa KID Soccer, First United Presbyterian Church.

Awards 2015 Mountain States Super Lawyers Rising Star; 2013 Idaho Municipal Attorneys Promising Newcomer Award; 2007 American Bar Association, Section of State and Local Government, Student Award.

References

Michael Fuss, Public Works Director
CITY OF NAMPA
411 3rd Street South
Nampa, ID 83651
(208) 468-5420

Martin Lutrell, Mayor
CITY OF MELBA
P.O. Box 209
Melba, ID 83641
(208) 495-2722

Rob Terry, Mayor
CITY OF CASCADE
P.O. Box 649
Cascade, ID 83611
(208) 382-4279

Mr. Johnson joined White Peterson in 2007. He attended the College of Idaho from 1996 to 2000, and then moved to St. Louis where he pursued a joint degree program at Washington University in St. Louis. He obtained his law degree and a master's degree in political science, emphasizing in the study of judicial and administrative politics.

Mr. Johnson has focused a significant portion of his practice on local government entities. Immediately upon joining the firm he became the City Attorney for the City of Melba and an assistant attorney, focused on planning and zoning, for the City of Wilder. He also assists Mr. Gigray with counsel and representation for the Wilder Rural Fire District, Golden Gate Highway District, Canyon Highway District No. 4, Kuna Rural Fire District, and other special districts. Mr. Johnson also has served as the City Attorney for the City of Cascade since December 2013.

Environmental and administrative law is a particular area of expertise for Mr. Johnson. Since joining the firm he has worked closely with the Department of Public Works for the City of Nampa on preparation, review, negotiation, and response to National Pollutant Discharge Elimination System (NPDES) permits for storm water and wastewater issued by the EPA. Mr. Johnson served on the City's storm water regulatory team that sought to address and handle new storm water regulations imposed on the City by EPA. He also advises the City's wastewater regulatory team, which has been working and planning for the handling of new wastewater requirements in a forthcoming NPDES permit renewal.

In addition, Mr. Johnson has advised and assisted on numerous Nampa Public Works projects and policies, including the Industrial Incentive Policy, an innovative policy that balances wastewater planning with economic development opportunities. In the winter of 2012 he served as the lead attorney on judicial confirmation proceedings that were required to meet an application deadline within a couple months of a notice to Nampa of loan funds availability. The judicial confirmation was successfully accomplished within a very tight window of time and enabled Nampa to obtain a substantial low-interest Idaho Department of Environmental Quality (IDEQ) loan for wastewater upgrades, saving millions of dollars for the City. Currently Mr. Johnson is assisting the City with negotiations with IDEQ and the EPA to more appropriately handle wastewater issues related to temperature and infiltration/re-use of treated wastewater.

In addition to wastewater and storm water issues, Mr. Johnson has also assisted Nampa and other local government clients with water rights, right-of-way and access issues, special district formation, rate-setting and adjustments, procurement and sale of property, real property acquisition, and utility relocation. He has also handled the range of general municipal law issues, such as public records, open meetings, ordinances and resolutions, contract negotiations, finance and budget issues, and elections issues.

Mr. Johnson currently serves on the board of the Idaho Municipal Attorneys Association and has been recognized as an up and coming municipal attorney. He has presented to the Idaho Municipal Attorneys Association on environmental law issues, particularly with regards to storm water, wastewater, and utility funding. He serves as moderator and a presenter for an annual seminar on open meetings and public records for National Business Institute.

No complaints have been filed against Mr. Johnson by the Idaho State Bar. No city or client has sued Mr. Johnson for malpractice.

WM. F. GIGRAY, III

<i>Practice Areas</i>	Municipal and Local Government; Real Estate; Corporate and Business Formation; Trusts; Litigation; Probate; Estate Planning
<i>Peer Review Rating</i>	BV Rated "Distinguished" 4.4 out of 5 by Martindale-Hubbell ¹
<i>Education</i>	University of Idaho, J.D., 1972, University of Idaho, B.A., 1969
<i>Admitted</i>	1973, Idaho and U.S. District Court, District of Idaho; 1980, U.S. Supreme Court; U.S. Court of Appeals, Ninth Circuit
<i>Memberships</i>	Third Judicial District Bar Association (President, 1978-1979); Idaho Trial Lawyers Association (President, 2001-2002; Member, Board of Directors, 1998-2003); The American Association for Justice; American Trial Lawyers Association Top 100 Trial Lawyers; National School Boards Association's Council of School Attorneys
<i>Community Interests</i>	Caldwell Chamber of Commerce (Legal Counsel); Caldwell Foundation for Educational Opportunity, Inc. (President); Greenbelt Civic League of Caldwell (President); Foundation for Ada/Canyon Trail Systems (Vice President)
<i>References</i>	<p>Alicia M. Almazan, Mayor CITY OF WILDER 219 3rd Street Wilder, Idaho 83676 (208) 482-6204</p> <p>Wendy Burrows-Severy, Clerk/Treasurer CITY OF WILDER 219 3rd Street Wilder, Idaho 83676 (208) 482-6204</p> <p>Nathan Coyle, City Manager CITY OF MCCALL 216 E. Park Street McCall, Idaho 83638 (208) 634-1003</p> <p>Chuck Stout, Chairman of the Board of Trustees CALDWELL SCHOOL DISTRICT NO. 132 1101 Cleveland Boulevard, Caldwell, Idaho 83605 (208) 455-3300</p>

¹ **BV Distinguished® (3.0-4.4)** - BV Distinguished® is an excellent rating for a lawyer with some experience. A widely respected mark of achievement, it differentiates a lawyer from his or her competition. It is based on survey responses from practicing lawyers and active judges.

Jodie Mills, Superintendent
CALDWELL SCHOOL DISTRICT NO. 132
1202 Fillmore Street
Caldwell, Idaho 83605
(208) 455-3300

Rick Youngblood, Chairman of the Board of Commissioners
CANYON HIGHWAY DISTRICT NO. 4
15435 Hwy 44
Caldwell, Idaho 83607
(208) 454-8135

Joe Stear, Mayor, and past Chairman of the Board of Commissioners
CITY OF KUNA and KUNA RURAL FIRE DISTRICT
763 W Avalon Street
Kuna, Idaho 83634
(208) 922-5546

David Lincoln, Commissioner
GOLDEN GATE HIGHWAY DISTRICT NO. 3
500 Golden Gate Ave.
Wilder, Idaho 83676
(208) 482-6267

And also:
Administrator
HOUSING AUTHORITY OF THE CITY OF WILDER
500 South 5th Street
Wilder, Idaho 83676
(208) 482-7750

Mr. Gigray has served as general counsel for municipal and numerous special service districts since the mid-1970s. He has also served as counsel for School District No. 132, Canyon County, state of Idaho since 1988. Currently he serves as general counsel for over 20 local government entities in Canyon, Ada, Owyhee, Boise, Valley and Payette counties. He regularly attends City Council, Board of Commissioners, Board of Trustees and Board of Directors meetings and provides advice regarding the open meetings, public records, budgets and other fiscal matters as well as numerous other general operations, administration and parliamentary procedure as needed. Due to his longevity in providing legal services to municipal and other local government entities he has considerable experience in developing administrative protocols, drafting and reviewing policy, contracts and joint power agreements, handling personnel matters, records policy and public records request procedures and responses, assisting with elections including formation, general elections, special override levy and bond elections, handling litigation not covered by insurance and declaratory judgment actions, eminent domain, encroachment actions, assisting with procurement and surplus property matters, drafting ordinance, resolutions and legislation and governing board hearings both quasi-judicial and legislative.

As general counsel for the Caldwell School District over the past 20+ years, Mr. Gigray has had the opportunity to provide legal services in all phases of the School District's functions. This

includes everything from drafting records policy complying with state and federal law, providing legal advice concerning matters of board of trustees' conflicts of interest, school attendance, special levy election matters, certificated and non-certificated personnel matters including issues over renewable contracts teacher and administrator evolutions and student and personal discipline hearings. He represented the Caldwell School District in a racial discrimination class action suit several years ago in federal court in the defense of numerous claims of discrimination at all levels of school district functions and proposed and negotiated a settlement involving a very complex model of reporting and administrative actions which resolved the lawsuit and was successfully completed.

Mr. Gigray has considerable experience with governmental audit responsibilities, GASB 34 reporting, budget preparation and administration. Property acquisition and sale of both real and personal is and has been a considerable part of his legal services to municipal, special service and school district. Projects include many new schools, highway rights of way, administrative offices, water and sewer utility easements, building construction contracts including design build, major equipment purchases and surplus, and exchanges of personal and real property both with other governmental entities and with the public. Related legal services have also included drafting requests for proposals for professional engineering and architectural services, bid procedures and specifications, and all types of procurement from noticed bidding, quotes, piggyback bid and sole source procurement procedures and process. Mr. Gigray has developed with the special services districts complete policy codes inclusive of all standing policies. He also has considerable experience in negotiations involving interagency cooperation and joint power agreement drafting. Other governmental experience includes district formation and numerous annexations.

Providing legal advice for bond elections and the issuance of bonds is also part of Mr. Gigray's experience. He has experience with general obligation and revenue bonds for buildings and infrastructure projects in many types of districts and cities. He provided legal services to the College of Idaho in the issuance of Nonprofit Facilities Revenue Bonds obtaining financing for the cost of dormitory improvements in 1997 and College Facility Revenue Bonds for what is now Northwest Nazarene University, for acquisition and construction of a performing arts auditorium and certain dormitory facilities in 1996.

Mr. Gigray has prosecuted judicial confirmation for the City of Caldwell for the replacement of the Purple Sage irrigation system and for the transfer of the City's municipal irrigation system assets to the Caldwell Lateral Irrigation District.

Mr. Gigray has considerable experience with 501(c)(3) organizations including the formation and IRS qualification in 1992 of the Caldwell Foundation for Educational Opportunity, Inc. This Foundation now has raised over a million dollars and provides over 30+ scholarships to graduating students of Caldwell High School, and grants to teachers, students and administrative staff of the Caldwell School District. He has served as President since the formation of this Foundation. Other foundation experience includes the formation and IRS qualification of the Greenbelt Civic League of Caldwell, Inc. in 1981 which foundation has played a key role in the development of Caldwell's greenbelt along the Boise River including the purchase and development of Whittenburger Park which lies adjacent to the Boise River and Centennial Way. Mr. Gigray has served as President of this Foundation since its formation. He has also served as legal counsel for the Caldwell Community Foundation, Inc. and serves as President of the Foundation for Ada/Canyon Trails Systems, Inc. which is actively involved in planning and establishing a trails and pathways system throughout Ada and Canyon Counties.

No complaints have been filed against Mr. Gigray by the Idaho State Bar. No city or client has sued Mr. Gigray for malpractice.

WILLIAM L. PUNKONEY

<i>Practice Areas</i>	Municipal Law; Contract Law; Regulatory Compliance; Real Property Law; Business Law; Civil Litigation; Estate Planning; Bankruptcy; Eminent Domain; Franchise Agreements; Purchase Agreements; Public Records.
<i>Education</i>	University of Idaho College of Law, J.D. 2010, The College of Idaho, B.A. 2005. Dean's List every semester in Law School; Editor-in-Chief, Idaho Law Review; Chairman, Federalist Society
<i>Admitted</i>	2010, Idaho and U.S. District Court, District of Idaho
<i>Memberships</i>	Idaho State Bar
<i>References</i>	<p>Nathan Coyle, City Manager CITY OF MCCALL 216 E. Park Street McCall, Idaho 83638 (208) 634-1003</p> <p>Randy Haverfield, Chairman NAMPA DEVELOPMENT CORPORATION 9 12th Ave. South Nampa, Idaho 83651 (208) 468-5430</p> <p>Holger (Andy) Petersen, Commissioner/Secretary NAMPA FIRE PROTECTION DISTRICT 820 2nd Street South Nampa, Idaho 83651 (208) 468-5770</p> <p>Darrell W. Jackson, Chairman of the Board of Commissioners WILDER RURAL FIRE PROTECTION DISTRICT 601 Patriot Way Wilder, Idaho 83676 (208) 482-7563</p>

Mr. Punkoney has significant experience providing legal counsel to municipalities including the Cities of Wilder and McCall; The Nampa Development Corporation; Caldwell School District No. 132; the Fire Protection Districts for Nampa, Star, Marsing and Wilder; and Canyon Highway District No. 4 and Golden Gate Highway District No. 3. Mr. Punkoney has worked closely with department heads and staff in the Fire Districts and City Departments including the Utility Billing, Parks and Recreation, and the Finance Department.

Outside of municipal law, Mr. Punkoney has experience representing business and individual clients' interest in matters ranging from bankruptcy, civil litigation, family law and real property disputes and transactions. He has also made multiple presentations to the Idaho Association of Highway Districts, the Idaho State Fire Commissioners' Association, and various seminars for fellow attorneys related to real property law and debt collection.

No complaints have been filed against Mr. Punkoney by the Idaho State Bar. No city or client has sued Mr. Punkoney for malpractice.

LEGAL ASSISTANT

Joan Howell, our municipal law and policy legal assistant, will serve as primary support staff to Matthew Johnson and for the City of Sun Valley. Joan coordinates and communicates with our local government clients, particularly with clerks, to assist in policy and legal support.

ADDITIONAL ATTORNEYS

The following attorneys would be available on specialized issues or projects as needed:

- **William F. Nichols** – Mr. Nichols has significant experience in municipal law, impact fees and land use law. Additionally, Mr. Nichols serves as general counsel for the City of McCall and for the Nampa Development Corporation. Mr. Nichols has more than 20 years of experience acting as an arbitrator in Oregon under the Oregon court annexed mandatory arbitration for civil cases involving less than \$50,000. He also has experience with labor arbitrations involving labor grievances.
- **Brian O'Bannon** – Mr. O'Bannon focuses on intellectual property, constitutional and appellate law.
- **Phillip A. Peterson** – Mr. Peterson has significant experience with employment benefits and tax law.
- **Terrence R. White (of-counsel)** – Mr. White has over forty years experience in municipal law, land use and real estate law. Mr. White served as the city attorney for the City of Nampa until 2014.

The attorneys of our Firm are all in good standing and licensed to practice before all courts and administrative agencies of the State of Idaho.

Martindale-Hubbell Rating: White Peterson has an AV Preeminent rating

ACCESS, COMMUNICATION AND AVAILABILITY

Our office is located at 5700 E. Franklin Rd., Suite 200, in Nampa, Idaho. We are approximately 168 miles from Sun Valley, with an estimated driving time of two hours and fifty minutes. We are prepared to provide in-person attendance for meetings and legal services via driving as necessary or requested. Mileage and travel costs would be billed to the City unless otherwise incorporated via negotiation into a retainer agreement.

Our office hours are 8:00 a.m. to 5:30 p.m. Services during the evening, weekends, or holidays are available via appointment. Our local government attorneys are experienced with handling meetings and appointments outside of normal business hours.

Our Firm provides our attorneys with communication technology, including smart phones, such that they are reasonably available at most times, including by e-mail, and are able to respond promptly when needed in emergency situations or upon appointment outside regular business hours. We are experienced in making arrangements to be available in emergency or urgent situations, including in-person attendance of meetings, telephonic attendance, and videoconference attendance.

For efficiency purposes and to manage costs to the City of Sun Valley, our intention would be to primarily provide legal counsel and communication via telephone, electronic mail, and videoconferencing. In-person attendance of meetings and/or conferences would be available on an as-needed basis and we are open to discussion of a regular or semi-regular meeting attendance schedule based upon what the City needs and within the City's budgetary considerations.

Our local government team of attorneys and support staff allows us to timely handle needed legal services. We encourage open and regular communication between City officials and staff and our office to assist in expediting information gathering and responses on issues. An initial contact, via telephone or e-mail, on a question or issue would typically be through Mr. Johnson as primary attorney or Ms. Howell as our local government support staff member. That inquiry would then be addressed directly by Mr. Johnson or Ms. Howell, or if they are unavailable forwarded to another member of our local government team for review and response. An initial verbal or electronic response will typically be provided within one day of inquiry. Most standard inquiries will be fully addressed and a written response provided within five to fourteen days depending on complexity, or in situations requiring substantial additional research or drafting an anticipated schedule of response will be provided within that same timeframe. For situations falling under an hourly rate, a scope of work including a description of the task, estimated timeframe, and estimated cost, is provided within the above timeframes. Our office is experienced and fully prepared to handle and address emergency or urgent issues within shorter timeframes when necessary.

Our local government team is experienced in working with outside legal counsel in specialized areas such as bond counsel or with insurance-provided defense counsel. We are fully willing to coordinate with the City as needed in such situations where outside counsel is needed or desired by the City.

CONFLICT OF INTEREST

We have performed a conflict of interest review on clients of the firm, looking back three years, and have identified no current legal engagements where our firm is representing a client directly adverse to the City of Sun Valley or imminently likely to be adverse to the City of Sun Valley. At this time we do not anticipate any conflicts of interest regularly arising with respect to performance of City Attorney duties for the City of Sun Valley.

PROACTIVE APPROACH TO LEGAL SERVICES

White Peterson has successfully helped local government clients of all sizes navigate challenges and opportunities through an approach that emphasizes experienced and preventative legal counsel. Our approach to legal services encourages that the City Attorney be a key sounding board for the City governance and management team. We emphasize a pro-active and preventative approach to legal services that seeks to identify potential issues and problems early so they can be prevented via planning, policy and administration, minimizing the need to handle problems retroactively or through costly litigation. While we have significant experience in problem-solving and fixing and can do so as needed; we encourage an approach to legal services that is problem-preventing. To this end, while being budget-conscious, we encourage provision of legal services that allows for regular and early communication of City management with the City Attorney and provides for regular attendance and participation of the City Attorney in governing meetings.

Municipal law is an area that is becoming increasingly complex and specialized. The breadth of our firm's experience and practice areas allows us to provide Sun Valley an experienced primary City Attorney who is the main point of contact and a consistent point of communication, while also providing the experience and capabilities of a full service law firm. Since our attorneys representing local government clients also coordinate through our local government practice group, we are also able to offer experiences and insights from a variety of local governments so as to share and provide ideas and solutions. In addition, our practice group proactively monitors the Idaho Legislature in order to understand proposed legislation that could affect our municipal clients. By doing so, we are able to prepare our clients for changes in the law that could affect daily operations. The diversity of experience and practice areas within our firm also allows us to provide a broader range of legal services, which helps to minimize the need to bring in outside counsel.

White Peterson's preventative legal services philosophy also focuses on helping our local government clients, as needed, to develop policies and procedures to help streamline and standardize processes. This also includes being available for training and education for City leaders and staff. Such training and process development can help achieve cost-savings through minimizing ad hoc decision making and by providing guidance and consistency through staff or governance transitions.

A pro-active approach to legal services also helps promote the values of transparency, openness, civility, and responsiveness that the City has identified as key values for Sun Valley.

COMPENSATION

As a general philosophy for compensation on local government services, White Peterson has adopted the maxim of "fair compensation for services reasonably and fairly rendered." Particularly with our local government clients where there can be wide variation in demand, we encourage an open and on-going dialogue regarding services needed and balancing convenient access to legal counsel with the budgetary constraints of an entity.

White Peterson is open to negotiation of a regular compensation arrangement that is on an hourly basis or via a retainer arrangement. We do encourage that a retainer-based agreement is often more effective for a proactive legal services approach. City officials and staff are more likely to engage legal advice and assistance early in the process when they are comfortable that initial inquiries fall within a retainer arrangement. A retainer agreement helps to remove concern about hourly cost as an obstacle to early legal consultation. Initial inquiries can be submitted to the city attorney, and then if the issue requires attention beyond the scope of the retainer a scope of work and estimate of costs for further legal work can be obtained so an informed decision can be made about the extent and how to utilize legal counsel. A retainer agreement can also incorporate a component of regular or semi-regular meeting attendance as desired.

As a starting point for further discussion and negotiation, White Peterson suggests the following outline on a retainer-based approach to compensation. This proposal includes regular attendance of one City Council meeting per month and is inclusive of the travel costs for such. It provides a retainer discount on our regular hourly rates for additional legal services.

Monthly retainer: \$2,500

Additional Legal Services Hourly Rate:

Shareholder attorney rates:	\$175.00 per hour.
Associate attorney rates:	\$125.00 per hour.
Legal assistance rates:	\$75.00 per hour.

The definitions below are those typically used in our Legal Services Agreement with respect to identifying retainer and non-retainer services. We are open to negotiation on these definitions in conjunction with negotiation on the retainer/compensation and depending on the City's desire to include such areas as planning and zoning either inside or outside the retainer.

Additional Legal Services:

Means and refers to representing the City in litigation, including arbitration, brought on behalf of, or against, the City which is not covered under the City's insurance policy or policies; representing the City in prosecuting or defending claims (before litigation is filed) not covered by the City's insurance policy or policies; representing the City in collective bargaining matters; significant and substantial preparation and revision of City ordinances and resolutions; significant and substantial drafting and review of contracts and agreements concerning the City; drafting recommendations, findings, or orders for development application decisions (planning and zoning matters); review, comment, and drafting assistance concerning proposed City policies, including human resources policies; personnel investigations and subsequent hearings; judicial confirmations

and bond proceedings; formation of local improvement districts for infrastructure construction; development of impact fee ordinance and related matters; construction bidding disputes; attendance at special City Council or other City meetings when requested by the Mayor or City Council and any other matter not included in the definition of **Retainer Legal Services** below.

Retainer Legal Services:

Means and refers to:

1. Attendance of the City Attorney (or if unavailable, another White Peterson attorney as designated by the City Attorney) at one (1) meeting of the City Council per month;
2. Routine telephone and personal conferences with City employees and officials including the City Clerk and City Council members;
3. Routine preparation and revision of City ordinances and resolutions; routine drafting and review of contracts and agreements concerning the City
4. Subject to approval by the Mayor and Council, participation in Association of Idaho Cities matters, including participation in drafting legislation and testimony before the legislature if requested by AIC;
5. Responses to all citizen inquiries regarding City ordinances other than those pertaining to criminal matters;
6. Participation in telephone and office conferences with builders or developers regarding pending development projects at the request of the City Council and/or City staff; and,
7. Participation and assistance in City's efforts to set a budget for the City's civil legal services for the next fiscal year.

Our practice is to seek to identify early on via communication with officials and/or staff the scope of assistance needed on a project. This helps us to coordinate early on whether the project falls within the routine tasks anticipated under the retainer or rises to the level of complexity or substantiality to constitute additional legal services. For those projects rising to the level of additional legal services, we work to provide a scope of work and estimated cost in advance.

Additional meetings attendance, such as Planning and Zoning or special meetings, could be incorporated into the retainer if desired or left as additional legal services since they are on an on demand basis.

GENERAL COMPANY DATA

Legal Name and Address:

White, Peterson, Gigray & Nichols, P.A.
5700 E Franklin Road, Suite 200
Nampa, Idaho 83687-7901

Point of Contact:

Matthew A. Johnson
5700 E. Franklin Road, Suite 200
Nampa, ID 83687-7901
Tel: (208) 466-9272
Fax: (208) 466-4405
Email: mjohnson@whitepeterson.com

Type of Entity:

Professional Association

Federal Employer Identification Number:

82-0309660

Professional Liability Insurance:

White Peterson carries professional liability insurance with Travelers with coverage limits over \$1,000,000 per occurrence. Certificate of proof of insurance will be provided as necessary.

PROFESSIONAL REFERENCES

<p>Rob Terry, Mayor CITY OF CASCADE 105 South Main Street Cascade, Idaho 83611 Office: 208-382-4279 <i>mayorrob@cascadeid.us</i></p>
<p>Martin Lutrell, Mayor Noni Stapleton, City Clerk CITY OF MELBA 401 Carrie Rex Ave Melba, Idaho 83641 Office: 208-495-2722 <i>martin_summit@qwestoffice.net</i> <i>cityclerk@cityofmelba.org</i></p>
<p>Nathan Coyle, City Manager CITY OF McCALL 216 E. Park Street McCall, Idaho 83638 (208) 634-1488 <i>ncoyle@mccall.id.us</i></p>
<p>Michael Fuss, P.E., MBA, <i>Public Works Director</i> CITY OF NAMPA Nampa City Hall 411 3rd Street South Nampa, Idaho 83651 (208) 468-5420 <i>fussm@cityofnampa.us</i></p>
<p>Tom Dale, Canyon County Commissioner (previously Mayor, City of Nampa) 1115 Albany Street, Room 101 Caldwell, Idaho 83605 (208) 454-7507 <i>tdale@canyonco.org</i></p>

We would be happy to provide additional references and recommendations, including other local government clients and professional groups, such as the Association of Idaho Cities, if such further information would be helpful or desired.

WRITING SAMPLE

We have provided three writing samples to show a variety of documents our firm provides for clients, including correspondence and reports to the Council and persuasive pleadings filed with the Court.

Sample No. 1

Communication with Mayor and City Council
Ordinance explanation

Sample No. 2

Communication with Mayor and City Council
City Attorney Report

Sample No. 3

Petition for Judicial Review

WHITE PETERSON

ATTORNEYS AT LAW

WM. F. GIGRAY, III
MATTHEW A. JOHNSON
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272

FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY
DAVIS F. VANDERVELDE **
TERRENCE R. WHITE ***

* Also admitted in OR

** Also admitted in NV

*** Also admitted in WA

November 20, 2015

To: Mayor and City Council, City of Melba

Re: Draft Ordinance 250 - Liquor by the Drink

The attached draft ordinance is in follow-up to the local referendum election of November 3, 2015. The result of that election, as reviewed and certified by the county and city, is to authorize the retail sale of liquor by the drink within city limits.

Draft Ordinance 250 deletes Melba City Code 3-1-13, which currently prohibits the sale of liquor by the drink.

The other amendments within the draft ordinance are intended to allow for liquor by the drink licenses to be reviewed, issues, and administered in similar manner to the existing beer and wine license processes. This would also allow Noni to use the same kind of form as beer/wine with only minor changes.

Here is a summary of the amendments:

- Throughout the chapter, "liquor by the drink" was generally added in when relevant any time "beer and/or wine" were listed.
- 3-1-2 Purpose was edited to remove now unnecessary language regarding effective dates.
- 3-1-3 Definitions were updated, with the primary change being to simply refer to Idaho Code definitions on some terms (since some of the City definitions had not been updated in conjunction with state law definition changes). This will keep the City up to date with any future changes the state may make on how it defines beer, liquor, and wine.
- All licensing provisions were edited to provide similar processes for liquor by the drink as are done for beer and wine (with the exception that there is no off premises allowed for liquor).
- 3-1-9(C) provides for a number of licenses as would be allowed by state law. Idaho Code 23-903 provides that a retail liquor license is allowed at one per 1,500 in population. Two licenses may be issued for a city with a population of 1,500 or less upon application to the state.

Here are some additional questions and items the City may wish to consider either in the review of this draft ordinance or for consideration as to future amendments:

- Are the days and hours of sale appropriate? See 3-1-11.
- Are the fees appropriate? See 3-1-7. Under Idaho Code § 23-916 the City can charge a fee up to 75% of the state fee. The state license fee varies based upon population. It is currently \$300 per year for a town under 1,000 in population and \$500 for cities between 1,000 and 3,000 population. I.C. § 23-904.

- Are there any requirements or processes where the City feels liquor by the drink should be treated differently from beer/wine?
- The City may want to check with the state as to what may be needed from the city and/or businesses to allow for two retail liquor by the drink licenses under I.C. 23-903. See 3-1-9(C).
- The City may want to consider amending 3-1-7 to provide that such fees are set by resolution (allowing for a simpler process for future fee changes).
- The City needs to go through the notice and public hearing process of Idaho Code 63-1311A to set the new fee for liquor by the drink licenses. If the City wants to do amendments to have all the alcohol fees set by resolution (per bullet above); it would probably be most efficient to do that all in one process within the next meeting or two.
- I've also attached a copy of the City Code of Wilder's Liquor Control Chapter. This is merely for your information and to see how another city has approached the same topic. It has some specifics and additional items, such as bartender licenses, that may be of interest for future consideration.

Respectfully submitted,

Matthew A. Johnson
City Attorney

WHITE PETERSON

ATTORNEYS AT LAW

WM. F. GIGRAY, III
MATTHEW A. JOHNSON
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *
PHILIP A. PETERSON

WHITE, PETERSON, GIGRAY, ROSSMAN, NYE & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

WILLIAM L. PUNKONEY
TODD A. ROSSMAN
DAVIS F. VANDERVELDE **
TERRENCE R. WHITE ***

* Also admitted in OR
** Also admitted in NV
*** Also admitted in WA

March 24, 2014

To: Mayor and Councilmembers, City of Cascade

Re: City Attorney Report for 3/24/14

Greg Rehn Lease

The additional information regarding renewal, termination, and maintenance responsibilities (automobiles, tree branches) was added to the lease. The City received the certification of insurance for Mr. Rehn. Pam has the final version of the lease for any final review and approval and then the mayor's signature.

American Legion - Property Exchange

The American Legion provided me with the necessary background information. I am working to finalize the Property Exchange Agreement and associated easements and documents. The Council has already authorized the exchange, so once the documents are finished I will coordinate with Pam and the Mayor on signatures of the parties and recording.

American Legion - CUP for Sign

The Mayor has my review and recommendation to share regarding this matter and whether another public hearing is necessary.

Collections Policy

We have done a review of the utility billing sections of the City Code and are preparing a memorandum for the Council to recommend some updates and policy approaches. I will coordinate with Pam and hope to have this on the agenda within the next couple meetings.

Pending/Threatened Litigation

No further updates at this time. I am continuing to monitor per our conversation at last meeting's executive session.

Respectfully,
Matt

F I L E D
A.M. P.M.

NOV - 1 2012

CANYON COUNTY CLERK
K CANO, DEPUTY

Terrence R. White
Matthew A. Johnson
WHITE PETERSON GIGRAY ROSSMAN
NYE & NICHOLS, P.A.
5700 East Franklin Road, Suite 200
Nampa, Idaho 83687-7901
Telephone: (208) 466-9272
Facsimile: (208) 466-4405
ISB Nos. 1351, 7789
trw@whitepeterson.com
mjohnson@whitepeterson.com

Attorneys for Petitioner

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

IN RE: THE CITY OF NAMPA
WASTEWATER TREATMENT FACILITY,
THE CITY OF NAMPA,

Petitioner.

CASE NO. CX12-10681C

PETITION FOR JUDICIAL
REVIEW

Fee Category: EXEMPT

COMES NOW, the Petitioner, the City of Nampa, Idaho, by and through the City Council (hereinafter "Petitioner" or "City") and its attorneys of record, the law firm of WHITE PETERSON GIGRAY ROSSMAN NYE & NICHOLS, P.A., pursuant to Idaho Code §§ 7-1301 through 1313, and hereby petitions this Court for a judicial examination and determination of the validity and authority of the power of Petitioner to enter into a certain loan agreement and associated promissory note and financing documents with the State of Idaho in order to finance the construction of certain Wastewater Treatment Facility improvements necessitated by federal

PETITION FOR JUDICIAL REVIEW - 1

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regulatory requirements (the "Phase 1 Project"). Idaho Code §§ 7-1301 through 1313, provides a mechanism for obtaining a judicial examination of the validity of actions and the power of local entities, by providing certainty prior to the expenditure and commitment of extensive public resources, thereby promoting the public welfare.

Pursuant to the requirements of Idaho Code § 7-1304(2), which requires "a clear statement of the legal authority for the proposed expenditure" and "facts on which the validity of such bond or obligation is founded," the Petitioner sets forth the following:

1. This *Petition* is made by Petitioner, the City of Nampa, as a political subdivision of the State of Idaho pursuant to the Idaho Judicial Confirmation Law, Idaho Code §§ 7-1301 through -1313.

2. The City of Nampa is a municipal corporation, incorporated under the laws of the State of Idaho, Idaho Code §§ 50-101 through 2912.

3. The City of Nampa is a "political subdivision," as defined at Idaho Code § 7-1303(6), authorized to utilize a judicial confirmation proceeding pursuant to Idaho Code § 7-1304.

4. The City Council of the City of Nampa, Idaho, is a "governing body," as defined at Idaho Code § 7-1303(4)(b), authorized to file this *Petition* pursuant to Idaho Code § 7-1304(1).

5. The City owns, operates, and maintains a wastewater treatment facility and system for the collection, treatment, and disposal of sewage and wastewater and for the protection of the health and welfare of the general public, pursuant to Idaho Code §§ 50-301, 50-302, 50-304, 50-323, 50-332, 50-33, and 50-1027 through 1042.

6. The City possesses the authority to issue revenue bonds as a non-exclusive method to finance its wastewater system pursuant to the Idaho Revenue Bond Act, Idaho Code §§ 50-1027 through 1042.

7. The City has the power to “contract and be contracted with,” to “acquire, hold, lease, and convey property, real and personal,” and to “erect buildings or structures of any kind, needful for the uses or purposes of the city; and exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho.” Idaho Code § 50-301.

8. The City is empowered and obligated to make local ordinances, resolutions, and regulations so as “to maintain the peace, good government and welfare of the corporation and its trade commerce and industry,” which requires the City to provide for the general public welfare and safety of the community. Idaho Code § 50-302.

9. The City may pass all ordinances and regulations necessary to preserve the public health. Idaho Code § 50-304

10. The City has the power to “borrow money and pledge the credit, revenue and public property of the corporation for the payment thereof, in the manner provided by law, and to evidence the same by issuance of bonds, notes or warrants.” Idaho Code § 50-237.

11. The City has the power to make and provide for the rehabilitation of its facilities or other improvements, including sewer, by way of repair, rebuilding, renovation, and remodeling of such facilities or improvements. Idaho Code § 50-315.

12. The City is subject to limitations on its authority to incur indebtedness as set forth in Article VIII, Section 3 of the Idaho Constitution.

13. The City constructed sanitary sewer lines and a community septic tank in the early 1900's. The existing plant was constructed in 1948 and 1949, and began operating in 1950. An expansion and modernization of the plant began in 1976 and was completed in 1982. Currently the City wastewater system consists of one wastewater treatment facility and a collection system serving properties both in and outside the city limits.

14. The City wastewater treatment facility has the capacity to receive and treat 18 million gallons of wastewater per day. The City maintains three hundred and forty-six miles of sewer pipes, ranging from six to forty-two inches in diameter. The system serves 24,000 residential customers, 3,200 commercial customers, and ten industrial customers.

15. After treatment, the wastewater treatment facility discharges the treated water into Indian Creek. Indian Creek is a "water of the United States" under the Clean Water Act, 33 USC § 1251 et seq. Therefore, the City operates under a wastewater discharge permit issued through the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act and administered by the United State Environmental Protection Agency (EPA).¹

16. The City of Nampa Wastewater Treatment Facility operates under NPDES Permit No. ID-002206-3. This permit became effective February 1, 1999. It was originally set to expire on February 2, 2004, but has been administratively extended pending issuance of a new permit.

17. In the past twenty years, concerns have arisen regarding certain pollutant loads, most particularly phosphorus, in the Snake River and the Lower Boise River as a tributary of the Snake River. These concerns have led to additional regulatory requirements and more stringent

¹ While many states have obtained "primacy" where NPDES permits are administered by that state through a state agency, the State of Idaho is one of five states that have not obtained such status. Therefore NPDES permits in Idaho are administered by the U.S. EPA.

discharge limits, particularly on phosphorus, for municipal wastewater facilities discharging into the Boise River and its tributaries.

18. EPA is currently drafting an updated NPDES permit for the Nampa Wastewater Treatment Facility. A draft permit is to be issued in the first half of 2013, with a public comment period to follow.

19. The new NPDES permit for the City of Nampa Wastewater Treatment Facility will contain significant increases in regulatory requirements. Most notably, the new permit will contain significantly stricter discharge limits for total phosphorus. The City's 1999 NPDES permit contained no effluent limits on total phosphorus, only monitoring requirements. The City's new NPDES permit will contain an effluent limit as low as 500 micrograms per liter within five years, with an even lower limit on a ten year implementation schedule. New permits issued in March 2012 for two City of Boise wastewater facilities set total phosphorus seasonal limits at 70 micrograms per liter, to be achieved within ten years. The EPA has made clear that the Boise permits are an indicator of expected limits for other Treasure Valley NPDES permits with discharges to the Boise River or its tributaries.

20. The City of Nampa has adopted and is pursuing a phased approach to wastewater treatment facility upgrades necessary to comply with substantially increased phosphorus limits, as well as other NPDES regulatory requirements. Phase 1 of this approach allows the City to immediately proceed on urgent and necessary wastewater treatment facility upgrades necessary to meet NPDES permit requirements covering the next five years. In particular, these upgrades will allow the City to meet a total phosphorus seasonal limit of 500 micrograms per liter by 2018. Phase 2 allows the City flexibility to adapt its treatment option at a later permit cycle based upon updated information as to the ongoing regulatory requirements and additional information

on the feasibility and cost of longer term treatment options. This phased approach was approved by the City Council at a special meeting on March 29, 2012. See Minutes of March 29, 2012 Special Meeting, attached hereto as *Exhibit A*.

21. The City is currently proceeding with Phase 1 of the Project, which is already in the design phase. Phase 1 includes rehabilitation, reconfiguration, and upgrades to update the treatment process facilities at the WWTF, including addition of a third aeration basin, a solids handling facility, an anaerobic digester, and a primary effluent pump station, as well as the demolition of a trickling filter and secondary clarifier. The estimated cost of Phase 1 is Twenty Eight Million Dollars (\$28,000,000).

22. The City has been evaluating its options for funding the necessary improvements under Phase 1, including discussion of cash financing and revenue bond financing. Cash financing would require a wastewater rate increase of approximately seventy-one percent (71%). Revenue bond financing, at an estimated interest rate of 4.8%, would require a rate increase of thirty-one percent (31%).

23. Pursuant to Idaho Code § 39-3626 and rules and regulations promulgated pursuant thereto, the State of Idaho Department of Environmental Quality (DEQ) administers a Clean Water State Revolving Fund (CWSRF) loan program. The CWSRF program allows DEQ to "make grants and loans at or below market interest rates, as funds are available, to any municipality to assist said municipality in the construction of sewage treatment works." Idaho Code § 39-3626(1).

24. On August 28, 2012, the City received a letter, dated August 23, 2012, from DEQ with updated information on additional funding under the CWSRF program for fiscal year 2013. *DEQ Letter of August 23, 2012*, attached as *Exhibit B*, the letter states that DEQ, based on

refinancing of existing loans, will now have an additional \$50 million to make available for new wastewater loans for FY 2013. Entities on the FY 2013 priority list and able to meet loan application requirements by January 1, 2013 will be considered for this additional loan funding.

25. The City of Nampa had submitted a Letter of Interest to DEQ for financing of wastewater projects for FY 2013 and was ranked at 17th on the FY 2013 priority list. At the original CWSRF funding level, this made it extremely unlikely the City would be offered a CWSRF loan. However, the additional funding only recently made available significantly increases the likelihood that sufficient money will be available for the CWSRF wastewater loans such that the City of Nampa may be able to successfully obtain such a loan.

26. Under the CWSRF loan, the City would borrow approximately Seventeen Million Dollars (\$17,000,000) at an interest rate of 2% for a twenty (20) year term. Over the term of the loan, this would result in savings of approximately Seven and One-Half Million Dollars (\$7,500,000) versus a traditional revenue bond.

27. Due to ballot deadlines set by the State of Idaho and the timing of the DEQ Letter of August 23, 2012, it was unfeasible for the City to submit a question on pursuing a CWSRF loan to the electorate for the November 2012 election. The earliest available election date at which the City could submit a question on a CWSRF loan to the electorate is May 2013, which is too late to obtain FY 2013 CWSRF financing.

28. DEQ requires that the CWSRF Loan Application be complete and submitted by December 31, 2012. Time is of the essence for the City to pursue the CWSRF Loan with its significantly lower interest rate. The City does not have the option to wait for the May 2013 election without increasing the cost of financing to ratepayers by Seven and One-Half Million Dollars (\$7,500,000).

29. As a loan application condition, the DEQ requires that the City obtain judicial confirmation finding: (a) that the debt is an ordinary and necessary expense under Art. VIII, § 3, of the Idaho Constitution, thereby allowing the City to incur the loan obligation without a vote of the electorate; and (b) that the City is authorized to agree to the terms and conditions set forth in the loan offer. A copy of Form 3-A: Sample DEQ Loan Offer, Acceptance, and Agreement is attached hereto as *Exhibit C*.

30. Article VIII, Section 3, of the Idaho Constitution, provides that no county, city, or other political subdivision shall incur any indebtedness or liability, in any manner or for any purpose, exceeding in that year the income and revenue provided to it for such year, without the assent of two-thirds (or, in the case of certain revenue bonds, the assent of the majority) of the qualified electors thereof voting at an election held for that purpose, but Art. VIII, § 3, contains the following exception: "provided, that this section shall not be construed to apply to the ordinary and necessary expenses authorized by the general laws of the state."

31. The City has the authority to enter into the loan agreement and to secure the loan by a promissory note, based upon Art. XII, § 4, of the Idaho Constitution, Idaho Code § 50-237, and Idaho Code § 50-1033, and has the authority to pledge system revenues as security for a loan without an approving vote of the electorate pursuant to Idaho Code §§ 50-237, 50-301, and 50-1033.

32. Petitioner has exercised its authority pursuant to the above statutes, as well as Idaho Code §§ 50-302, 50-315, 50-323 and 7-1301 through 1313, to approve its Resolution No. 34-2012 declaring the need to acquire and construct the above-described Project; finding that the acquisition, construction and financing of the Project are both ordinary and necessary to meet the wastewater requirements and public health and safety needs and requirements of the City; and

authorizing the acquisition, construction and financing of the Project. Such Resolution further authorizes the City to enter into the loan agreement, promissory note and related financing documents in order to finance and procure the Project, and to proceed with filing of judicial confirmation proceedings. See a copy of Resolution No. 34-2012 attached hereto as *Exhibit D* and by this reference made a part hereof.

33. Petitioner seeks a determination of the validity of the proposed loan agreement, as required by the State under the terms of the agreement, and in particular:

- a. Whether the expenditures for this City of Nampa Phase 1 Project constitute ordinary and necessary expenses under Article VIII, Section 3 of the Idaho Constitution;
- b. Whether the loan documents, which obligate the City to repay the loan over twenty (20) years, are valid under Article VIII, Section 3 of the Idaho Constitution;
- c. Whether the City has the power and authority to execute such loan documents.

34. Judicial determination of the validity of the proposed loan obligation pursuant to Idaho Code § 7-1301 through 1313 will serve the public interest and welfare.

35. The City Council of Nampa conducted a public hearing in compliance with Idaho Code § 7-1304(3) on October 15, 2012, and subsequently on October 29, 2012, via Resolution No. 41-2006, found and determined that the filing of the Petition is in the best interests of the citizens of Nampa.

36. Petitioner has complied or will comply with all publication, posting, mailing of notice, and hearing requirements pursuant to Idaho Code §§ 7-1304, 7-1305 and 7-1306.

37. This action is in the nature of a proceeding *in rem* and jurisdiction of all interested parties will be obtained by publication and posting as provided under Idaho Code §§ 7-1305 and 7-1306.

WHEREFORE, Petitioner prays as follows:

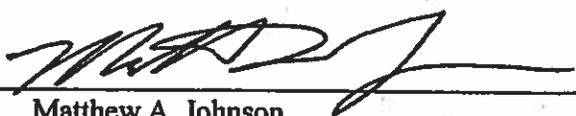
a. For an order setting the date and time of a hearing herein and directing the giving of notice hereof as provided by law;

b. For a judicial examination and determination of the validity of the power and authority of Petitioner (1) to apply for and enter into the proposed loan agreement with the State, (2) to incur indebtedness under such as an "ordinary and necessary expense", (3) to issue its evidence of such indebtedness to the State, and (4) to pledge its wastewater system revenues to the repayment of such indebtedness; and

c. For such other and further relief as the Court deems proper.

DATED this 1st day of November, 2012.

WHITE PETERSON

By: 

Matthew A. Johnson

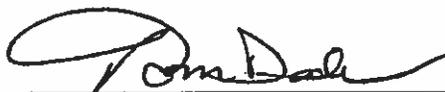
Attorney for Petitioner City of Nampa

VERIFICATION

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

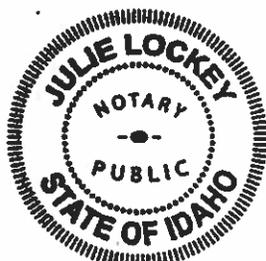
TOM DALE, being first duly sworn upon oath, deposes and says:

That I am Mayor of the City of Nampa, Idaho, Petitioner in the above-entitled action; that I have read the within and foregoing *Petition for Judicial Review*, know the contents thereof and believe the facts therein to be true.



Tom Dale

SUBSCRIBED AND SWORN TO before me this 1 day of November, 2012.





NOTARY PUBLIC FOR IDAHO
My commission expires 5/11/2017

Work\Nampa\9647.304 Wastewater Rates\Wastewater Treatment Plant DEQ Loan\PLEADINGS\Petition for Judicial Confirmation - DEQ CWSRF Loan 11-01-12 lh.docx

June 15, 2016

Susan E. Robertson
City Administrator-City of Sun Valley
81 Elkhorn Road
P.O. Box 416
Sun Valley, ID 83353

**RE: Letter of recommendation for proceeding with construction
Elkhorn Fire Station
Sun Valley, Idaho**

Susan:

Pursuant to your request, I am providing this letter with my recommendations for the bid received for the Elkhorn Fire Station project. After careful review of the bid received from Construction Solutions Company I recommend proceeding with acceptance of the base bid in the amount of \$247,016.00. Regarding the alternative deductive bid items, I recommend the following:

1. **Deduct Alternate Number 1-** I would not recommend that deductive bid item 1 be accepted. This item if accepted would replace ceramic tile finishes at the bathroom with FRP. The ceramic tile finish will be a much more durable and cleanable material and will reduce long term maintenance and durability issues associated with FRP (fiber reinforced plastic).
2. **Deduct Alternate Number 2-** I would not recommend that deductive bid item 1 be accepted. This deductive item would replace solid surface material at the bathroom counter top with plastic laminate. The solid surface material will perform over a longer period of time, reducing shorter term repair or replacement costs associated with plastic laminate.
3. **Deduct Alternate 3-** I would not recommend that deductive bid item 1 be accepted. This item, if accepted would replace stainless steel counter tops with plastic laminate. Stainless steel counter tops will provide a product with much higher durability and a much more cleanable surface in lieu of plastic laminate.
4. **Deduct Alternate 4-** I would recommend that the City of Sun Valley accept this deductive alternate. This alternate would remove the grinding and polishing of the concrete slab. Our recommendation is based on the amount of savings that would be realized, and the limited associated value of the aesthetics associated with the concrete floor slab. This is an item that can be done at a later time if so desired.

Only one bid was received for this project. I strongly believe that the single bid response is a result of the following issues:

1. The extremely high volume of construction activity that we are currently experiencing in Sun Valley, Idaho, and the intermountain region, resulting in a limited amount of available contractors.
2. The somewhat isolated geographic location of the project resulting in contractor's unwillingness to pursue projects out of their specific local, and compounded by a shortage of local subcontractors.

In addition to the limited amount of bid responses, it is important to understand that there has been a steady increase in construction costs throughout the last 3 years in the range of 10-15% per year (depending on specific location). The increase in construction costs have been attributed to the increase in construction activity, labor and material cost increases.

Based on the above items, I do not feel that the City of Sun Valley would realize any savings in rebidding this project. If the project were rebid, the result might be a total lack of responsive bidders, or an increase in the final bid amounts.

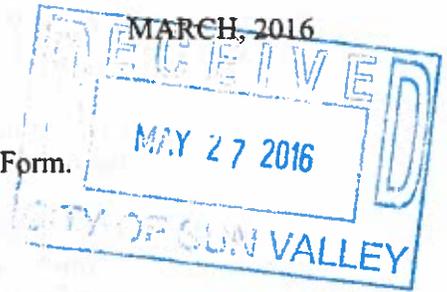
Please don't hesitate to contact me with any questions or clarifications to the above information.

Respectfully Submitted,



Stanley A Cole, AIA, NCARB, LEED AP

CITY OF SUN VALLEY ELKORN FIRE STATION
SUN VALLEY, IDAHO



NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

BID FORM

1. **BID RECIPIENT**

1.1. This Bid is submitted to:

Owner: Alissa Weber, City of Sun Valley

Address: 81 Elkhorn Road, P.O. Box 416

Project Identification: City of Sun Valley Elkhorn Fire Station Remodel

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. **BIDDER'S ACKNOWLEDGEMENTS**

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **BIDDER'S REPRESENTATIONS**

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/19/2016</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied: i) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the specifications.

3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Architect written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

5. SUBCONTRACTORS

5.1. Bidder agrees to submit, in accordance with the Instructions to Bidders, a listing of subcontracting firms and businesses that will be awarded subcontracts for the portion of the Work listed below. Bidder acknowledges that failure to name such Subcontractors or itself shall render the Bidders Bid nonresponsive, and therefore, void.

6. BASIS OF BIDS

6.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

6.2. Guaranteed Maximum Price:

6.2.1. Guaranteed maximum price to be determined in accordance with the General Conditions.

7. TIME OF COMPLETION

7.1. Bidder agrees the Work will be substantially complete on or before November 1, 2016, and will be completed and ready for final payment on or before November 8, 2016.

Bidder accepts the provisions of the Agreement as to any specified Milestones, within the Contract Times.

8. ATTACHMENTS TO THIS BID

8.1. The following documents are submitted with and made a condition of this Bid:

8.1.1. Required Bid security in the form of Bid bond.

8.1.2. Bidder's Experience.

8.1.3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

8.1.4. Affidavit of Payment or Securement of All Taxes.

9. DEFINED TERMS

9.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

10. BID PROPOSAL

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

Two hundred forty seven thousand sixteen Dollars (\$ 247,016)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CITY OF SUN VALLEY ELKORN FIRE STATION
SUN VALLEY, IDAHO

MARCH, 2016

- Deduct Alternate No. 1: Wall Finish in Bathroom 103 Deduct the sum of
one thousand Dollars (\$ 1000)
- Deduct Alternate No. 2: Countertop Finish in Bathroom 103 Deduct the sum of
Three hundred fifty Dollars (\$ 350)
- Deduct Alternate No. 3: Countertop and Backsplash Finish in Kitchen 111 Deduct the sum of
nine hundred seventy Dollars (\$ 970)
- Deduct Alternate No. 4: Interior Concrete Slab Finish Deduct the sum of
Five thousand Dollars (\$ 5000)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCL Category 15400)

(Name) EVANS Plumbing inc
(Address) 42 Butter Cup Hailey ID
Idaho Public Works Contractors License No. PWC-C-15343-ana-4
Plumbing Contractors License No. TLB-C-3354

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name) Thornton Heating
(Address) PO Box 342 Ketchum ID
Idaho Public Works Contractors License No. PWC-C-003192-a-4
Idaho HVAC Contractors License No. HVC-C-3015

Electrical (PWCL Category 16000)

(Name) Mountain Valley Electric

(Address) PO Box 440 Rigby ID

Idaho Public Works Contractors License No. PWC-025872-B-4

Idaho Electrical Contractors License No. ELE-C-021047

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. 012802, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of IDAHO.

Dated this 27 day of MAY, 2016.
(date) (month) (year)

Respectfully submitted by:

(Seal - if bid is by a corporation)

CONSTRUCTION SOLUTIONS COMPANY, LLC
(Company)

2880 E. 14th N.
(Street or PO Address)

AMMON, ID 83401
(City, State and zip code)

Mason Wall
(Authorized Signature)

PARTNER
(Title)

208-371-4525
(Telephone Number)

208-403-0000
(FAX Number)

END OF SECTION

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO }

COUNTY OF ^{ss} Bonneville }

Construction Solutions Company, being first duly sworn, on oath deposes and says that they are in conformance with Idaho Code 63-1502; that they have paid or secured to the satisfaction of the respective taxing units all taxes for which they or their property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Signed: [Signature]
Titled: Partner

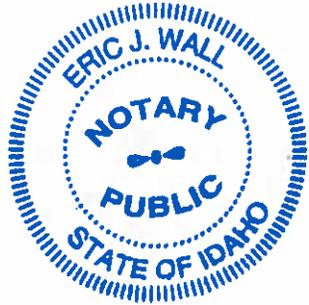
Subscribed and sworn to before me this 26 day of May, 20 16

My commission expires: 2-22-2021
[Signature]

ERIC Wall Notary Public

(SEAL)

END OF SECTION



BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Construction Solutions Company, LLC
2880 E. 14th North
Ammon, ID 83401

SURETY (Name and Address of Principal Place of Business):

Western National Mutual Insurance Company
5350 W. 78th Street
Edina, MN 55439

OWNER (Name and Address):

City of Sun Valley
81 Elkhorn Road
Sun Valley, ID 83353

BID

Bid Due Date: May 27, 2016

Project (Brief Description Including Location): City of Sun Valley Elkhorn Fire Station Remodel

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): May 27, 2016

Penal sum	<u>Five Percent of Amount Bid</u>	<u>5%</u>
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Construction Solutions Company, LLC (Seal)

Bidder's Name and Corporate Seal

By: Timon Wall, Partner
Signature and Title

Attest: [Signature]
Signature and Title

SURETY

Western National Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By: Shanalee E. Steele
Signature and Title
(Attach Power of Attorney) Attorney-in-Fact

Attest: Judith C. Kaiser-Smith
Signature and Title
Judith C. Kaiser-Smith
Surety Account Specialist

Note: Above addresses are to be used for giving required notice.



WESTERN NATIONAL
INSURANCE

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: James E. Majeskey, II, Judith A. Rapp, Judith C. Kaiser-Smith, Jaclyn R. Kruse,

Marla J. Davenport, Thomas V.A. Davis, Shanalee E. Steele (#9465 PayneWest Insurance)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

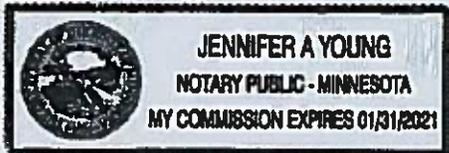
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 27th day of May, 2016

Jennifer A. Young, Assistant Secretary



- Kant'i Kopy' K2
Prescription Paper**
- Hidden Pantograph
 - Color Match
 - Artificial Watermark
 - Anti-Copy Coin Rub
 - Security Features Box
 - Thermochromic Ink
 - Erasure Protection
 - UV Fiber Glow
 - UV Paper Dull
 - Tamper Alert
 - Toner Grip
 - Microprint Protection
 - Acid Free

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State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

CONSTRUCTION SOLUTIONS COMPANY, LLC

File Number W-89999

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company filed a certificate of organization in Idaho on 1/21/2010.

I FURTHER CERTIFY That the limited liability company's certificate of organization has not been dissolved.

Dated: 5/25/2016 10:44 AM



A handwritten signature in black ink, appearing to read "Lawrence Denney", with a long, sweeping tail.

SECRETARY OF STATE

Authentic Access Idaho Document (<http://www.accessidaho.org/public/portal/authenticate.html>)
Tag: b5ae5f5ff8d7408731b9257a489ce38d7dcfe5e5c560f9f87aee95c5984850c65000f2ec5d5b7972

Projects Currently Under Contract



Project: Construction Solutions Office – 2 Subtenant Office Building

Owner: JET Real Estate Holdings

Architect: Erstad Architects

Contract Amount: \$959,000.00

Scope: 8,000 SF New Office Building housing Construction Solutions Company Headquarters and 2 Sub-Tenant Spaces. Building utilizes multi-building components including in interior finishes.

Percentage Complete: 30%

Project: Yellowstone Mall Exterior Remodel

Owner: Steve Keim

Architect: Moore Design Associated

Contract Amount: \$415,000.00

Scope: Construction Solutions Company is remodeling the exterior of the Yellowstone Mall in Idaho Falls. This includes construction of new exterior façade and entrance structures. It also includes refacing the complete exterior.

Percentage Complete: 60%

Project: Wendy's Rigby

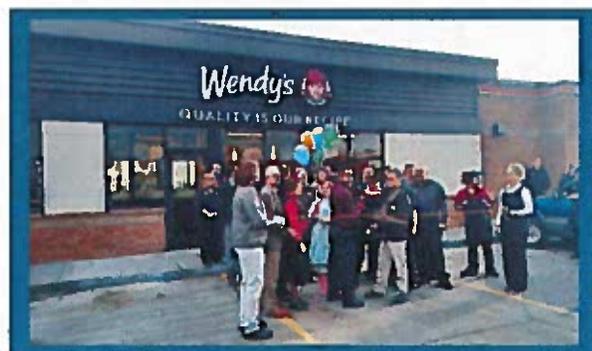
Owner: Todd Ricks

Architect: Alderson, Karst and Mitro

Contract Amount: \$325,000.00

Scope: Construction Solutions Company is just starting up a remodel and small addition similar to the Wendy's project we recently completed in Idaho Falls. It includes an exterior reface, interior re-image and small addition. CSC is all designing a Wendy's on the other side of Idaho Falls for the same owner.

Percentage Complete: 85%





Projects Completed Since May 2012

Project: Knight Transportation

Owner: Knight Transportation

Architect: CSC Design Building

Contract Amount: \$732,372.00

Scope: Construction Solutions Company is finishing a complete revamp of Knight Transportation's Idaho Falls facility. It included demolition of a home, refinishing the parking lot, construction of a new truck service bay, construction of new management office and refinishing of exterior on 3 buildings.

Project: Stifel Financial Corp Pocatello Office

Owner: Stifel Financial Corp

Architect: FGID

Contract Amount: \$182,455

Scope: Office tenant improvement for Stifel Financial Corp out of St. Louis. Worked with designer and owner to finish their 3,500 SF tenant improvement which included a new mechanical system, new electrical and new interior finishes. Project has gone well enough that Stifel is working with Construction Solutions Company on doing their Sheridan, Wyoming office.

Project: Wendy's Remodel

Owner: Todd Ricks

Architect: Wendy's Corporate

Contract Amount: \$278,342

Scope: Construction Solutions Company completed a complete renovation the Wendy's restaurant in Idaho Falls on Broadway Ave. It included all new interior and exterior finishes. CSC worked with Wendy's corporate on design issues and delivered the project to the owner in 29 days.

Completed: December 2015

Project: Alphagraphics

Owner: Lynn Nelson

Architect: JSBA Architecture

Contract Amount: \$1,324,371

Scope: Construction Solutions Company completed retail and production facility for Alphagraphics. The building was 12,000 SF and has one of the most innovative entrances in Idaho Falls. Construction Solutions Company assisted with the design, construction and worked with ownership to install their printing equipment.

Completed: October 2015

Project: Pizza Hut Re-Imaging Program

Owner: NPC International

Architect: NPC International

Contract Amount: \$426,576

Scope: Construction Solutions Company managed the Northwest portion of the Re-Imaging program for

NPC International. This included reimaging the interior and reface the exterior on 12 projects located in Oregon, Idaho, North Dakota and South Dakota.

Completed: September 2015

Project: Pizza Hut Delco Oregon City and Gresham

Owner: NPC International

Architect: NPC International

Contract Amount: \$415,000

Scope: Construction Solutions Company simultaneously completed two Pizza Hut tenant improvement projects in the Portland, Oregon area. Both projects were approximately 2,500 SF and required new mechanical and electrical systems. CSC self-performed all the finishes and installation of the owner's equipment. Both projects were completed in under 40 days.

Completed: June 2015

Project: Intel – McAfee Security

Owner: Intel Corporation

Architect: CSC Design Build with Intel

Contract Amount: \$928,142.00

Scope: Construction Solutions Company completed a 35,000 SF tenant improvement for Intel. This included a sophisticated cooling system for their servers in limited space. CSC has to update the electrical system, complete finishes and coordinate furniture installation in 45 days. CSC ran two operating cycles with 2 crews from each sub-tier to complete the work on time.

Completed: April 2015

Project: Apple Athletic Club

Owner: Sports Academy Management

Architect: Fabano Interior Design

Contract Amount: \$932,358.00

Scope: Construction Solutions Company completed a 55,000 SF remodel of the Apple Athletic Club. CSC helped the owner realize his vision of transforming the club into a spa like feel. CSC was able to allow the club to keep its 24 hours a day schedule for members with minimal interruption during the construction process. The remodel include new spa area, new locker rooms, with sauna, re-surfacing and refinishing the pool area. New flooring throughout the fitness area.

Completed: December 2014

Project: DL Evans Ammon Branch

Owner: DL Evans Bancorp

Architect: Erstad Architects

Contract Amount: \$1,296,443

Scope: Construction Solutions Company worked with Erstad Architects on a alternative delivery method for DL Evans Bancorp. It was handled as a CMAR project with preconstruction services included. This allowed DL Evans' clients to competitively bid the sub-tier work. Project was nominated by the Idaho Business Review for the 2014 Top Construction Project of the Year in the finance portion of that

competition.

Completed: November 2014

Project: Fackrell Family Dentistry

Owner: Dr. Robert Fackrell

Architect: Advantage Architecture

Contract Amount: \$250,047

Scope: Construction Solutions Company completed a refinished of the Fackrell Family Dentistry which flooded twice within 5 days of their original opening date. The exterior finishes including landscaping were removed and replaced, it required new electrical, new mechanical and new finishes. Construction Solutions Company installed a new waterproof door in the basement entry to prevent future flooding. Construction Solutions Company worked with the owner's medical supplier to get new furniture and cabinets in. CSC provided almost \$30,000 in cost savings to the owner through value engineering and material substitution.

Completed: December 2014

Project: Pizza Hut Shelley Restaurant

Owner: NPC International

Architect: NPC International

Contract Amount: \$214,455

Scope: Construction Solutions Company demolished the building to the interior studs, refaced the exterior and installed new mechanical and electrical systems. CSC self-performed all the finishes on the project.

Completed: December 2014

Project: Pizza Hut Wingstreet Program

Owner: NPC International

Architect: NPC International

Contract Amount: \$1,140,180

Scope: Construction Solutions Company managed the Wingstreet Kitchen Remodel in 31 stores in Idaho, North Dakota, Oregon and South Dakota. CSC handled multiple Mechanical and Electrical subcontractors and worked with municipalities in the permitting process. CSC completed all of the tile work and finish work in house.

Completed: December 2014

Project: Carl's Jr. Pocatello

Owner: CJ East, LLC

Architect: Erstad Architects

Contract Amount: \$627,900.00

Scope: Construction of Ground Up 4,000 SF Restaurant and Play Area. Project was completed in 100 days which one month ahead of the 140 day schedule. CSC worked with Winco Foods to ensure minimal disturbance during the end of the holiday rush.

Completed: March 2014

Project: Ammon Town Square Remodel

Owner: Woodbury Corporation

Architect: Woodbury Corporation

Contract Amount: \$344,965.00

Scope: Exterior remodel of approximately 250,000 S.F. of national retailer space. Construction Solutions Company strategically worked with multiple owners to complete construction without compromising retailer's business. The project included the oversight of resurfacing a complete parking lot (separate contract), painting of all non-EFIS surfaces and refinishing of existing EFIS surfaces. It also included new roofing components and construction of new retail storefront and interior separation 25,000 s.f. space.

Completed: November 2013

Project: Knight Transportation Remodel

Owner: Knight Refrigeration and Transportation

Architect: Dixon Architecture and Planning

Contract Amount: \$228,734.00

Scope: Complete resurfacing of parking lot, interior remodel of office building and construction of new parts area. Project consisted of completing construction while allowing Knight Transportation to stay open for business.

Completed: October 2013

Project: Rue 21 Rexburg

Owner: Curt K. McKean, LLC.

Architect: Lami Grubb

Contract Amount: \$86,125.00

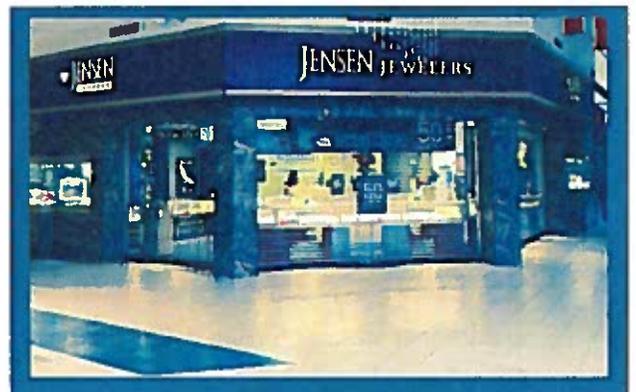
Scope: 5,000 SQ FT Build to Suit Tenant Improvement for Rue 21. This included demolition of existing bookstore and construction of national tenant's specifications. Some of the highlights of this project included a 9 step concrete process which included bringing in a subcontractor from Denver, Colorado and installation of lighting proprietary to Rue 21.

Completed: April 2013

Project: Vanilla Bean Patisserie

Owner: Broadhead Investments, LLC.

Architect: JSBA Architecture and Planning



Contract Amount: \$101,000.00

Scope: Design Build tenant improvement and separation of two spaces in a 100 year old building. In addition, we did an exterior refurbishment of the aforementioned building including unmasking original steel beams and integrating them into our design. Construction Solutions Company completed the design, demolition and construction inside of 75 calendar days.

Completed: March 2013

Project: Mountain West Ear Nose and Throat

Owner: Dr. Kevin Hanks

Architect: JSBA Architecture and Planning

Contract Amount: \$217,000.00

Scope: Design build delivery method of 3,000 s.f. office building. Construction Solutions Company worked closely with the architect to realize owners' dreams. This project included construction, architecture woodwork, data room construction and gas piping. The project had zero change orders and was completed in 60 days, 2 weeks ahead of schedule.

Completed: November 2012

Project: Carl's Jr. Northgate Mile

Owner: S-Sixteen, LP

Architect: Erstad Architects

Contract Amount: \$577,550.00

Scope: Construction of New 2,450 SQ FT Carl's Jr. Restaurant. This was the first ground up Carl's Jr. Restaurant in Eastern, Idaho. The project included overseeing asbestos abatement and demolition of two prior foundations located on the jobsite. Construction Solutions Company worked closely with the City of Idaho Falls, Idaho Transportation Department and Erstad Architects on permitting and construction while maintenance state and local ordinances.

Completed: May 2012

Projects Completed in 2012-2013 under \$75,000

Jensen Jewelers Remodel

Victoria's Secret Tenant Improvement

Farmers Insurance Tenant Improvement

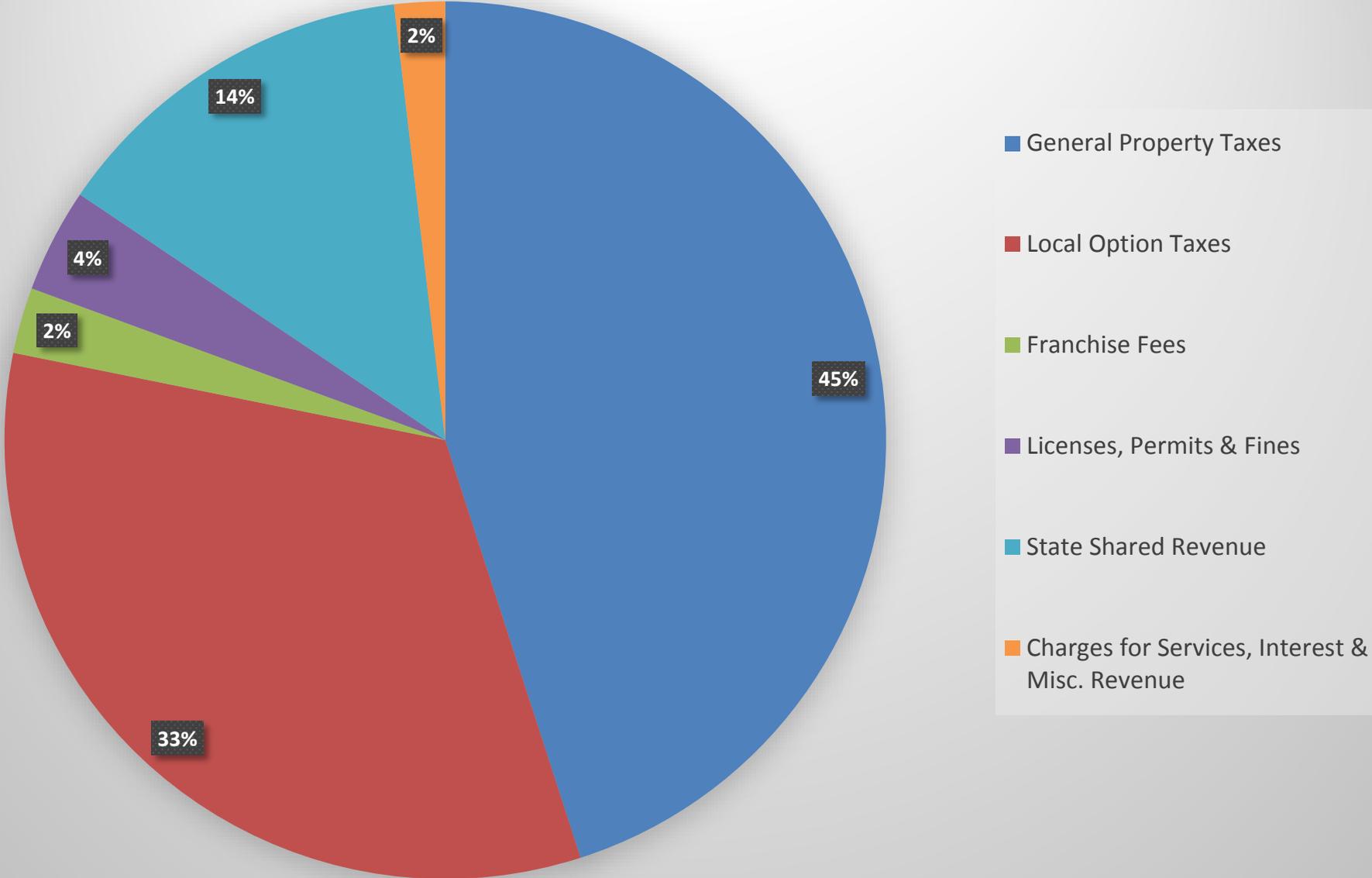
Neighborhood Bike Shop Tenant Improvement

Destination Maternity Corp. Tenant Improvement

Clair E. Gale Demolition



PROPOSED FY 2017 GENERAL FUND REVENUE



CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND REVENUE

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
GENERAL PROPERTY TAXES								
10-311-100	GENERAL PROPERTY TAXES	2,468,859	2,417,128	2,453,848	2,453,848	2,453,848	2,453,848	No 3% revenue increase (foregone amount: \$388,477); 90% of property tax, 10% of property tax goes to Street & Path Fund
10-311-200	GENERAL PROPERTY TAXES - NEW CONSTRUCTION	-	-	-	-	-	-	New Construction estimate
10-311-300	PROPERTY TAXES INT&PENALTY	6,741	8,098	10,000	8,100	10,000	10,000	
		2,475,600	2,425,226	2,463,848	2,461,948	2,463,848	2,463,848	
LOCAL OPTION TAXES								
10-313-100	LOCAL OPTION TAX - LIQUOR 3%	72,571	69,315	60,000	82,193	80,820	80,820	
10-313-200	LOCAL OPTION TAX - LODGING 3%	483,591	452,721	470,000	569,881	526,990	526,990	
10-313-300	LOCAL OPTION TAX - RETAIL 3% (non-tangible) 2% (tangible) 1% (ski lift tickets)	701,067	662,281	690,000	778,208	720,752	720,752	
10-313-600	LOCAL OPTION TAX - AIR SERVICE 1%	341,792	460,035	406,667	522,182	484,922	484,922	
10-313-700	LOCAL OPTION TAX - PENALTIES & INTEREST	194	442	500	120	500	500	
		1,599,215	1,644,794	1,627,167	1,952,584	1,813,984	1,813,984	
BUSINESS & FRANCHISE TAXES								
10-316-110	GAS FRANCHISE	64,136	61,519	70,000	82,553	78,000	78,000	Intermtn Gas=3% of GR, paid qtly
10-316-120	CABLE FRANCHISE	52,639	50,135	55,000	55,000	55,000	55,000	Cox =3% of GR, paid qtly
10-316-xxx	ELECTRIC FRANCHISE	-	-	-	-	-	-	
		116,776	111,654	125,000	137,553	133,000	133,000	
BUSINESS LICENSES & PERMITS								
10-321-100	BEER, LIQUOR & WINE LICENSES	2,560	2,620	2,000	2,680	2,680	2,680	
10-321-200	MUNICIPAL TAX PERMITS	330	1,726	300	800	500	750	
10-321-300	TEMP MUNICIPAL TAX PERMITS	1,440	-	2,000	50	50	50	
		4,330	4,346	4,300	3,530	3,230	3,480	
NON-BUSINESS LICENSES & PERMITS								
10-322-110	BUILDING PERMITS	420,785	186,963	200,000	270,345	200,000	400,000	FY18 increase due to anticipated construction at Sun Valley Resort
		420,785	186,963	200,000	270,345	200,000	400,000	
STATE OF IDAHO SHARED REVENUES								
10-335-100	STATE LIQUOR APPORTIONMENT	2,760	2,759	2,208	2,208	2,208	2,208	Provided by AIC
10-335-500	STATE SALES TAX	610,532	633,801	722,454	713,003	746,782	746,782	Provided by AIC
10-355-200	STATE HIGHWAY USER FEES	551	1,620	-	-	-	-	Moved to Street & Path Fund
		613,843	638,180	724,662	715,211	748,990	748,990	

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND REVENUE

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
GENERAL GOVERNMENT								
10-341-100	ENGINEERING & CONSULTANT REIMBURSABLES	6,296	4,750	10,000	6,000	10,000	20,000	FY18 increase due to anticipated construction at Sun Valley Resort
10-341-110	APPLICATION FEES	48,128	10,164	10,000	9,983	10,000	15,000	FY18 increase due to anticipated construction at Sun Valley Resort
10-341-120	PUBLIC NOTICE REIMBURSABLES	-	-	3,000	700	3,000	3,000	
		54,424	14,914	23,000	16,683	23,000	38,000	
FINES								
10-361-901	TRAFFIC FINES	385	1,080	500	500	500	500	Traffic fines & parking tickets
10-361-902	MOTOR VEHICLE TAX	3,787	4,791	6,000	5,500	6,000	6,000	Motor Vehicle Tax- SV residents
		4,172	5,871	6,500	6,000	6,500	6,500	
INTEREST EARNINGS								
10-371-100	INTEREST REVENUES	3,305	5,309	4,000	9,800	10,000	10,000	
		3,305	5,309	4,000	9,800	10,000	10,000	
MISCELLANEOUS								
10-379-150	NEXTEL LEASE	10,800	-	-	-	-	-	
10-379-252	POLICE TRUST ACCOUNT	8,500	16,734	8,500	10,250	10,000	10,000	Donations
10-379-260	FIRE TRUST ACCOUNT	7,500	8,500	8,500	8,500	8,500	8,500	Donations
10-379-300	OTHER REVENUES	29,305	56,341	30,000	30,000	30,000	30,000	
10-379-301	WILDLAND FIRES	64,106	36,169	20,000	144,198	20,000	20,000	
		120,212	117,743	67,000	192,948	68,500	68,500	
TRANSFER FROM RESERVES								
10-381-001	TRANS FROM GF UNASSIGNED FUND BALANCE	-	-	16,604	-	-	-	
		-	-	16,604	-	-	-	
GENERAL FUND REVENUE TOTAL								
		5,412,663	5,155,001	5,262,081	5,766,602	5,471,053	5,686,303	



Legislation Department

City of Sun Valley

Proposed FY 2016 - 2017 Budget

Legislation Department Overview



STAFFING

- Mayor
- Councilmembers - 4

DUTIES

- Formulates policies to guide the orderly development and administration of the City;
- Determines the use of tax dollars and other funding sources to meet the City's needs;
- Holds public hearings to provide citizens with opportunities to be heard;
- Enacts City ordinances and resolutions;
- Adopts an annual budget appropriating funds for City operations and capital programs

Key Metrics



	FY14 ACTUAL	FY15 ACTUAL	FY16 YEAR-TO-DATE	FY17 ANTICIPATED
Council Meetings Held	28	28	24	24
Public Hearings Held	45	14	18	24
Ordinances Adopted	7	6	5	10
Resolutions Adopted	31	38	20	34

MAYOR & CITY COUNCIL PRIORITIES



- **Improvement of Streets and Paths.** The Mayor and City Council will evaluate funding alternatives to improve the condition of City streets and paths.
- **Workforce Housing.** The Mayor and City Council plan to review the workforce housing needs of the City employees and make policy adjustments as necessary. They will also work cooperatively with other entities to address the workforce housing needs of its businesses and residents.
- **City Services.** The Mayor and City Council will work to ensure that the health, safety, and welfare of its residents, businesses, and visitors are maintained by providing a superior level of City services.

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - LEGISLATION

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
SALARIES AND WAGES								
10-411-110	SALARIES AND WAGES - Elected Officials	59,347	54,928	69,000	69,000	69,000	69,000	1 Mayor & 4 Councilpersons
		59,347	54,928	69,000	69,000	69,000	69,000	
FRINGE BENEFITS								
10-411-210	FICA CONTRIBUTION	4,246	3,410	5,279	5,279	5,279	5,279	7.65%
10-411-220	RETIREMENT CONTRIBUTION	6,905	6,000	7,811	7,811	7,811	7,811	11.32%
10-411-250	HEALTH INSURANCE	55,465	34,095	47,017	41,831	61,820	61,820	Includes health, dental & vision insurance; VEBA
		66,616	43,504	60,107	54,921	74,910	74,910	
OPERATIONAL EXPENDITURES								
10-411-240	WORKERS COMPENSATION	153	133	300	381	381	381	
10-411-429	PROFESSIONAL FEES	63,677	21,742	7,500	7,790	7,220	7,220	Granicus, Inc \$7,224
10-411-450	NEWSLETTERS	-	-	-	-	5,000	5,000	Newsletters and property owner/citizen communication
10-411-474	TRAVEL FOR LEGAL PROCEEDINGS	947	70	2,500	-	-	-	
10-411-475	MEETINGS, CONVENTIONS & CONF.	2,106	1,405	2,500	2,500	2,500	2,500	AIC, regional travel
10-411-476	CITY FUNCTIONS	1,102	212	2,700	1,500	2,700	2,700	Meeting food (primarily Council meetings)
10-411-740	OFFICE FURNITURE & EQUIPMENT	2,785	-	1,500	1,807	5,470	1,500	Furniture for Mayor's office (5,000); replacement bulbs for projector (470)
10-411-850	AIR SERVICE 1% LOT	255,957	457,395	399,443	515,312	476,667	476,667	
		326,727	480,956	416,443	529,290	499,938	495,968	
EXTERNAL CONTRACTS								
10-411-689	MARKETING SERVICES	-	296,681	275,000	275,000	275,000	275,000	Participation in regional support of Sun Valley Marketing Alliance
10-411-692	ECONOMIC DEVELOPMENT, CULTURAL AND INFORMATION SERVICES	227,583	8,500	8,500	8,500	8,500	8,500	Participation in regional support of Sun Valley Economic Development
10-411-694	PUBLIC TRANSIT SERVICES	250,000	318,250	265,000	265,000	265,000	265,000	Participation in regional support of Mountain Rides
10-411-699	ECONOMIC DEVELOPMENT - SPECIAL EVENT FUNDING	19,250	17,200	-	-	-	-	Funding for events which increase economic activity in the City
		496,833	640,631	548,500	548,500	548,500	548,500	
LEGISLATION TOTAL EXPENDITURES								
		949,523	1,220,019	1,094,049	1,201,710	1,192,348	1,188,378	

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

DEPARTMENT TRAINING

	# of Employees	Training Cost	Cost per Position	Certifications Required to Maintain (Continuing Education Hour Requirements)	Training Expense Description
LEGISLATIVE					
MAYOR	1	\$ 500.00	\$ 500.00		AIC meetings and/or conference
COUNCILMEMBERS	4	\$ 500.00	\$ 2,000.00		AIC meetings and/or conference
	5	\$ 1,000.00	\$ 2,500.00		
ADMINISTRATION					
CITY ADMINISTRATOR	1	\$ 2,000.00	\$ 2,000.00	ICMA-CM (40)	ICMA annual conference or other relevant conference; IdCMA annual conference; AIC meetings
FINANCE MANAGER/TREASURER	1	\$ 2,325.00	\$ 2,325.00		ICCTCOA Institute training, Caselle training
CITY CLERK	1	\$ 2,000.00	\$ 2,000.00		AIC conference & ICCTFOA Institute training, AIC meetings
ASSISTANT CITY CLERK/ASSISTANT TREASURER	1	\$ 2,325.00	\$ 2,325.00		ICCTCOA Institute training, Caselle training
	4	\$ 8,650.00	\$ 8,650.00		
COMMUNITY DEVELOPMENT DEPARTMENT					
COMMUNITY DEVELOPMENT DIRECTOR	1	\$ 1,500.00	\$ 1,500.00	AICP (32), CFM (16) [bi-annually]	Idaho APA State Conference; regional training; FEMA training (City pays only per diem)
BUILDING OFFICIAL	1	\$ 1,500.00	\$ 1,500.00	Building Inspector B-1 (3), Energy Code and Plans Examiner (3)	IDABO annual education training; Idaho Energy Code and Green Building; regional training
ASSOCIATE PLANNER	1	\$ 1,200.00	\$ 1,200.00	CFM (16) [bi-annually]	Idaho APA State Conference; regional training; FEMA training (City pays only per diem)
PLANNING TECHNICIAN	1	\$ 500.00	\$ 500.00		Regional training
ASSISTANT TO THE BUILDING OFFICIAL	1	\$ 1,000.00	\$ 1,000.00	Fire Code Official	IDABO annual education training; Fire Code training; regional training
	5	\$ 5,700.00	\$ 5,700.00		
STREET DEPARTMENT					
STREET SUPERINTENDENT	1	\$ 1,800.00	\$ 1,800.00	Commercial drivers license (0)	Attend five classes a year for the next two fiscal years to obtain Road Scholar/Road Master certification.
STREET SUPERVISOR/ CITY EVENTS COORDINATOR	1	\$ 1,000.00	\$ 1,000.00	Commercial drivers license (0)	Enrolled in Idaho Local Highway Technical Assistance Council (LHTAC) Road Scholar / Road Master Program. Enrollment / completion of this program provides City with extra points on grant applications.
STREET MAINTENANCE WORKER/EQUIPMENT OP./DATA TECH.	1	\$ 1,000.00	\$ 1,000.00	Commercial drivers license (0)	Enrolled in Idaho Local Highway Technical Assistance Council (LHTAC) Road Scholar / Road Master Program. Enrollment / completion of this program provides City with extra points on grant applications.
	3	\$ 3,800.00	\$ 3,800.00		

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

DEPARTMENT TRAINING

	# of Employees	Training Cost	Cost per Position	Certifications Required to Maintain (Continuing Education Hour Requirements)	Training Expense Description
POLICE DEPARTMENT					
POLICE CHIEF	1	\$ 2,000.00	\$ 2,000.00	FBI Command for Law Enforcement	FBI National Academy, Idaho Chiefs Association tuition /travel/ expenses
ASSISTANT POLICE CHIEF	1	\$ 2,000.00	\$ 2,000.00	POST Executive Certification	Leadership Institute, Law Enforcement Management current training tuition/travel/expenses
POLICE SERGEANT	2	\$ 2,000.00	\$ 4,000.00	POST Management, POST Advanced, NRA Ta	NRA Tactical Firearms Instructor, POST Firearms Instructor, POST AT/DT Instructor, SFST Instructor, Police Bicycle Instructor, Management 800 level Certification, Vehicle Stops Instructor, Active Shooter Instructor, CPR/AED as needed, BTO as needed, Evidence Custodian Training, Crime Scene and Investigations Training, Drug Interdiction Training, Use of Force Training, Legal Update Training, Simunitions Instructor
POLICE CORPORAL	2	\$ 2,000.00	\$ 4,000.00	POST Supervisor, POST Intermediate, Active	POST 700 level Supervisor Training, Active Shooter Training, Arrest Techniques Training, Event Planning Training, Evidence and Crime Scene Training, Interview and Interrogation Training, Simunitions Instructor,
PATROL OFFICER	4	\$ 1,500.00	\$ 6,000.00	POST (20 hours minimum/officer)	20 Hours POST minimum Per Officer x 4 may include but not limited to, BTS recertification, Simunitions Instructor certification for ALERRT instructors, CPR /AED for expiring officers, BTO recertification for expired officers, Arrest Techniques/Defensive Tactics, EVOC, Crime Scene and Evidence, Interview and Interrogation, Officer Survival, CIT Mental health training, Domestic Violence Response, Drug Interdiction and Identification, Drug Trends, Impaired Driving Refresher, Active Shooter Response, First Line Supervision, Police Bicycle,
POLICE CLERK	<u>1</u>	\$ 500.00	\$ 500.00	Evidence Custodian / Front Desk	Evidence Protection, Front Desk Security, ILETS, RMS
	11	\$ 10,000.00	\$ 18,500.00		
FIRE DEPARTMENT – FULL-TIME					
FIRE CHIEF	1	\$ 3,500.00	\$ 3,500.00	DIV-T, IC-Type 3, EMR	Ski Mt Trauma conference, wildland fire training, misc. fire training
ASSISTANT FIRE CHIEF	1	\$ 3,500.00	\$ 3,500.00	Medic	Ski Mt Trauma conference, wildland fire training, misc. fire training
TRAINING & OPERATIONS OFFICER	1	\$ 3,500.00	\$ 3,500.00	EMT, Strike Team Leader	Ski Mt Trauma conference, wildland fire training, misc. fire training
FIRE CODE ENFORCEMENT OFFICER	1	\$ 3,500.00	\$ 3,500.00	EMT, Strike Team Leader	Ski Mt Trauma conference, wildland fire training, misc. fire training

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

DEPARTMENT TRAINING

	# of Employees	Training Cost	Cost per Position	Certifications Required to Maintain (Continuing Education Hour Requirements)	Training Expense Description
FIREFIGHTER/EMERGENCY MEDICAL TECHNICIAN	3	\$ 2,000.00	\$ 6,000.00	EMT, Basic Wildland FF-1	Ski Mt Trauma conference, wildland fire training, misc. fire training
	7	\$ 16,000.00	\$ 20,000.00		
FIRE DEPARTMENT – PAID ON-CALL					
FIREFIGHTER	9	\$ 100.00	\$ 900.00		First Year in-house classes only
FIREFIGHTER/EMT	12	\$ 350.00	\$ 4,200.00	EMT	Ski Mt Trauma conference, basic wildland fire training
ENGINEER/EMT	8	\$ 350.00	\$ 2,800.00	EMT	Ski Mt Trauma conference, basic wildland fire training, Engine Boss
LIEUTENANT/EMT	2	\$ 100.00	\$ 200.00	EMT	Ski Mt Trauma conference, basic wildland fire training, Engine Boss
CAPTAIN	2	\$ 100.00	\$ 200.00		
CAPTAIN/EMT	2	\$ 350.00	\$ 700.00	EMT	Ski Mt Trauma conference, basic wildland fire training, Engine Boss
	35	\$ 1,350.00	\$ 9,000.00		
TRAINING BUDGET TOTAL					
	65	\$ 46,500.00	\$ 68,150.00		



Administration Development Department

City of Sun Valley
Proposed FY 2016 - 2017 Budget



Department Overview

STAFFING

- City Administrator
- Finance Manager/Treasurer
- City Clerk
- Assistant City Clerk/Assistant Treasurer

DUTIES

- Assist the Mayor in the administration of the City and implementing the policy directives of the City Council.
- Manage the annual budget process.
- Handle the City's accounting processes and reporting of its financial position.
- Coordinate the accounts payable process.
- Administer the local option tax.
- Provide human resources services for the City including recruitment, selection, and payroll and benefit administration.
- Respond to public records requests.

Key Metrics



	FY14 ACTUAL	FY15 ACTUAL	FY16 ESTIMATED	FY17 ANTICIPATED
Minutes Prepared (City Council, Planning & Zoning Commission, and Sun Valley Air Service Board)	55	44	46	46
Agendas/Packets Prepared (City Council)	35	34	34	34
Agendas/Packets Prepared (Sun Valley Air Service Board)	4	7	6	6
Recruitments Conducted	7	7	5	5



Short Term Goals/Tasks

- **Onboarding of the new Financial Manager/Treasurer.** Provide training and assistance as appropriate to the new Financial Manager/Treasurer.
- **Conduct a Local Option Tax Audit.** An accounting firm will be engaged to conduct an audit of the City's local option tax to ensure that taxes are being calculated and submitted properly.
- **Budget Preparation.** Coordinate the FY 2018 Budget process.



New FY17 Budgetary Needs

OPERATIONAL

- Local Option Tax audit (\$7,500)

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - ADMINISTRATION

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
SALARIES AND WAGES								
10-415-110	SALARIES AND WAGES	293,882	314,963	321,643	309,567	343,468	343,468	4 FT staff (City Administrator, Finance Manager/Treasurer, City Clerk, Asst City Clerk/Treasurer)
10-415-120	MERIT INCREASES - ALL CLASSIFIED EMPLOYEES	-	-	55,040	-	58,277	59,443	
		293,882	314,963	376,683	309,567	401,745	402,911	
FRINGE BENEFITS								
10-415-200	PHYSICAL INCENTIVE PROGRAM	-	-	1,600	1,485	1,600	1,600	4 FT staff
10-415-210	FICA CONTRIBUTION	19,615	23,730	28,816	23,682	26,398	26,398	7.65%
10-415-220	RETIREMENT CONTRIBUTION	31,650	35,611	42,641	35,043	39,062	39,062	11.32%
10-415-250	HEALTH INSURANCE	37,863	45,695	49,324	62,205	62,797	62,797	Includes health, dental & vision insurance; HRA
10-415-260	LIFE INSURANCE	2,692	1,636	2,700	1,901	2,400	2,400	
		91,819	106,673	125,081	124,316	132,256	132,256	
OPERATIONAL EXPENDITURES								
10-415-240	WORKERS COMPENSATION	2,686	2,987	3,000	2,614	2,965	2,965	
10-415-280	STATE UNEMPLOYMENT	477	374	-	400	-	-	
10-415-310	OFFICE / OPERATING SUPPLIES	9,963	12,528	12,500	12,500	13,000	13,000	Copy machine, paper, folders, coffee/tea supplies
10-415-315	JANITORIAL SUPPLIES	1,242	865	1,200	1,200	1,200	1,200	ALSCO - entry rugs cleaning, bathroom, and kitchen supplies
10-415-350	MOTOR FUELS & LUBRICANTS	67	40	150	100	100	100	Fuel and lubricants for shared vehicle
10-415-370	POSTAGE	1,518	1,072	1,600	1,296	1,600	1,600	Postage meter; fed ex, stamps
10-415-420	PROFESSIONAL FEES	1,555	2,505	4,000	13,600	4,000	4,000	New code codification (500); Drug testing (3,500)
10-415-421	AUDIT	14,000	14,000	14,000	14,000	14,000	14,000	Contract ends FY 16
10-415-425	ATTORNEY FEES	62,027	38,145	50,452	31,883	35,250	35,250	Retainer plus 30 hours at \$175 an hour
10-415-426	ATTORNEY FEES - SPECIAL COUNSEL	7,189	3,275	35,000	12,000	15,000	15,000	Unforeseen legal demands
10-415-427	COMPUTER CONSULTANTS	27,464	21,385	30,000	30,000	30,000	30,000	Ketchum Computers
10-415-431	LOT AUDIT	-	-	-	-	7,500	-	
10-415-435	WEBSITE	1,255	450	1,000	700	1,000	1,000	Hosting fee (\$450); gov.com. minor changes
10-415-440	ADVERTISING & LEGAL PUBLISHING	2,199	1,000	4,000	3,500	4,000	4,000	Public hearings, Treasurer's report, ordinances, etc.
10-415-465	INSURANCE - LIABILITY FUND	74,267	82,195	95,622	95,622	100,207	100,207	\$95,207 plus \$5,000 deductible

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - ADMINISTRATION

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
10-415-470	TRAVEL, TRAINING & MEETINGS	9,618	6,423	9,000	7,000	8,650	8,650	Training (AIC etc) for City Admin, City Clerk, Fin Mgr/Treas & Asst Clerk/Treas., plus various regional meetings which require travel.
10-415-476	CITY FUNCTIONS	5,705	5,346	7,500	7,500	7,500	7,500	Annual holiday party (\$6,500); small City Hall events
10-415-480	DUES/SUBSCRIPTIONS/MEMBERSHIPS	10,620	10,487	17,082	19,047	18,780	18,780	Accounting software - Caselle (\$13,800 annually); AIC membership (\$693 a year), Life flight (\$1,820 a year); ICMA, IIMC, & GFOA memberships (\$1,450); Barracuda mail archiving (\$499); Domain name and online backup (\$515)
10-415-500	CUSTODIAL & CLEANING SERVICES	14,371	15,210	15,000	14,040	15,000	15,000	Monthly contract of \$1,170
10-415-510	TELEPHONE & COMMUNICATIONS	15,802	20,734	15,000	15,000	15,000	15,000	Phone service (T-1 line, 8x8, VOIP) for City Hall, smartphones for Mayor & City Administrator
10-415-521	UTILITIES	29,617	26,235	30,000	29,887	30,000	30,000	Gas, electricity, water & sewer service
10-415-540	RENTAL - OFFICE FURN & EQUIP	5,014	4,671	3,000	5,760	5,760	5,760	Postage meter, lease on copier
10-415-580	REPAIR/MAINT - OFFICE FURN/EQ	-	-	1,000	250	1,000	1,000	Repairs on copier, document management system maintenance
10-415-585	REPAIR & MAINT - BUILDINGS	-	1,512	2,000	1,000	2,000	2,000	Contingency for small repairs
10-415-590	REPAIR/MAINT - GROUNDS	-	-	-	100	500	500	Small contingency for landscaping
10-415-600	REPAIR/MAINT - AUTOMOTIVE EQ	30	6	500	100	150	150	New shared vehicle will lower maintenance budget
10-415-680	BANK CHARGES	4,561	2,433	1,800	3,200	3,200	3,200	Bank fees on City accounts
10-415-740	OFFICE EQPMT, COMPUTER EQPMT	10,725	6,906	5,268	4,665	6,163	5,000	Laserfiche (\$1,065); 1 lateral fire safe cabinet for City Administrator (\$2,500); 2 replacement work stations (\$2,348); small contingency
		311,971	280,785	359,674	326,964	343,525	334,862	
ADMINISTRATION TOTAL EXPENDITURES								
		697,673	702,420	861,437	760,847	877,527	870,030	



Community Development Department

City of Sun Valley
FY 2016 - 2017 Budget



Department Overview

STAFFING

- Director
- Building Official
- Associate Planner
- Permit Tech (.5 FTE)
- Asst. to the Bldg Official (.5 FTE)
- Planning Intern (Seasonal)
- GIS/Mapping (contract, .25 FTE)

DUTIES

- Review development apps.
- Issue permits
- Code enforcement
- Job site safety
- Public outreach
- Long-range planning
- Floodplain management
- Records custodians

Key Metrics



	FY14 ACTUAL	FY15 ACTUAL	FY16 YEAR-TO-DATE	FY17 ANTICIPATED
Building Permits Issued	113	108	127	108
Planning Projects Reviewed	49	61	71	61
Public Hearings Held	50	42	45	42
Revenue Collected	420,785	200,000	270,000	200,000



Short Term Goals/Tasks

- **Citywide rezoning to implement the 2015 Comprehensive Plan.** This includes all of the OR-1 areas, the changes in the Gateway and Prospector Specific Plan Areas, and the 212 Bitterroot townhomes.
- **Encroachment abatement.** The Community Development Department will be primarily responsible for identifying and abating nuisance encroachments, in consultation with the Streets, Police, and Fire Departments. Each abatement process will require several hours of staff time, including research, preparing notices, filing liens, and handling appeals.
- **CAV Resolution.** Resolving outstanding issues from FEMA/IDWR's Community Assistance Visit, including adoption of a new floodplain ordinance.
- **Water Resources Master Plan.** The City will work with homeowners, associations, water purveyors, water rights holders, and other stakeholders to reduce water usage, increase reliance on reuse water, and increase aquifer recharge; also a stormwater management program, which would yield additional NFIP CRS credits for flood insurance reductions.
- **Other code revisions.** Staff has identified at least 30 areas of the code which require revision, ranging from typographical errors and minor clarifying edits to conflicting language and entirely absent procedures (i.e., code enforcement.)



Mid-to-Long Term Goals/Tasks

- **Affordable Housing Plan with BCHA.** Conduct an inventory of developable parcels as well as an examination of policies which could encourage private development of such housing stock. The plan should also explore financing options and regional partnership feasibility.
- **Sledding Hill acquisition.** During the transfer of the Moritz hospital to the Sun Valley Company, a concession was the required dedication of a sledding hill within the City limits. Presumably, this was referring to Penny Hill, but the agreement doesn't specify a location.
- **Elkhorn/Dollar snowmaking program.** Coordinate between the City, the SVWSD, SVEA, Sun Valley Company, and Hennessey Company to implement snowmaking on the Elkhorn side of Dollar Mountain.
- **Host City-sponsored Community Events.** Free outdoor movies on Wednesday nights, etc.
- **Increase application fees.** Conduct an analysis of comparable fees in the state and county (and with other mountain communities, nationwide), and prepare a proposal to increase them.



New FY17 Budgetary Needs

OPERATIONAL

- Tablets (2 x \$721) for presentations, site inspections, etc.
- Projector & Screen (\$1,000) for presentations and outdoor events.
- Two desktop scanners (\$800)
- Replacement power supply for plotter (\$1,000)

CAPITAL

- Fleet Replacement (\$917/month)
 - Building Inspector vehicle
 - Shared Community Development vehicle and Admin Vehicle

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - COMMUNITY DEVELOPMENT

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
SALARIES AND WAGES								
10-418-110	SALARIES AND WAGES	222,462	201,617	225,522	241,018	230,544	230,544	3 FT staff (Director, Building Official, Associate Planner)
10-424-140	SALARIES & WAGES-PART-TIME EMPLOYEE	18,098	21,446	41,230	31,335	45,021	45,021	2 PT staff (.50 Permit Technician, .50 Building Assistant)
		240,559	223,064	266,752	272,353	275,565	275,565	
FRINGE BENEFITS								
10-418-200	PHYSICAL INCENTIVE PROGRAM	-	-	1,600	1,600	1,600	1,600	3 FT staff, 2 PT staff
10-418-210	FICA CONTRIBUTION	17,293	18,358	20,407	20,835	21,204	21,204	7.65%
10-418-220	RETIREMENT CONTRIBUTION	24,045	23,854	25,529	30,830	31,375	31,375	11.32%
10-418-250	HEALTH INSURANCE	16,309	21,854	28,410	21,576	26,155	26,155	Includes health, dental & vision insurance; HRA
		57,647	64,065	75,946	74,841	80,334	80,334	
OPERATIONAL EXPENDITURES								
10-418-240	WORKERS COMPENSATION	2,761	2,552	2,700	2,883	2,883	2,883	
10-418-285	P&Z EXPENSE REIMBURSEMENT	31,035	25,478	21,000	16,000	21,000	21,000	\$200 per commissioner per meeting @ 5 Commissioners - 21 meetings scheduled per fiscal year.
10-418-290	PLANNING BUS EXP	395	268	1,000	300	750	750	P&Z lunches and expenses based on expected workload and length of meetings.
10-418-310	OFFICE / OPERATING SUPPLIES	5,182	3,315	4,500	4,500	4,500	4,500	Office and operating supplies needed for Planning and Building Inspection. Building inspection - \$750 for operating expenses i.e. uniforms, tape measures, codes
10-418-350	MOTOR FUELS & LUBRICANTS	996	648	3,000	1,200	1,500	1,500	Building Official & CD Dept vehicles - fuels and lubricants only for new vehicles
10-418-390	SPECIAL DEPARTMENT EXPENSE	-	-	-	29,380	-	-	Refunds of overcharged permits and retained landscaping bonds
10-418-420	PROFESSIONAL FEES	5,031	3,153	10,000	6,000	10,000	10,000	Outside expertise and consulting on planning and building issues, studies and other information or exhibits that arise.
10-418-422	ENGINEERING	19,182	4,999	10,000	6,000	10,000	10,000	Project reviews CH2MHill and other engineering work, i.e. legal descriptions, surveying, right-of-way, path and trail work.
10-418-423	CONTRACT LABOR	81,594	21,925	31,000	31,000	27,000	27,000	GIS Analyst one day per week at 20% of joint County/City of SV salary and benefits; Building Inspections and backup - 120 hours of vacation/sick time coverage (\$12,000)
10-418-437	COMP PLAN	8,020	2,025	3,000	1,594	-	-	Comp Plan Update - required public noticing and final printing / publication expenses; Dollar Mountain catering & rental

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - COMMUNITY DEVELOPMENT

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
10-418-440	ADVERTISING & LEGAL PUBLISHING	12,756	10,249	10,000	5,000	10,000	10,000	Public notices for development applications, Development Code updates and building code adoptions and issues
10-418-470	TRAVEL, TRAINING & MEETINGS	6,111	6,380	8,500	7,500	5,700	7,500	Increase in FY 2018 Budget for Director to attend national conference
10-418-480	DUES/SUBSCRIPTIONS/MEMBERSHIPS	1,085	740	2,000	2,500	2,500	2,500	Professional Organization dues: APA, AICP for Planning Staff and ICC, IDABO, for Building Staff
10-418-510	TELEPHONE & COMMUNICATIONS	1,391	555	1,500	2,500	2,000	2,000	Smart phones for CD Director, Bldg Official, & Asst to Bldg Official
10-418-600	REPAIR/MAINT - AUTOMOTIVE EQ	1,140	1,133	3,000	1,200	500	500	2015-16 Budget lower than expected due to putting off repairs New Building Official Vehicle and new CD/Admin Vehicles lower maintenance budget in FY 2017 & FY 2018
10-418-740	OFFICE FURNITURE & EQUIPMENT	987	2,632	3,500	3,265	4,492	3,500	New iPads for CD Director & Building Official (\$721 each) for mobile permitting and presentations; projector and screen (\$1,000); desktop scanners - 2 (\$800); replacement power supply for plotter (\$1,000); small contingency
		177,664	86,051	114,700	120,822	102,825	103,633	
COMMUNITY DEVELOPMENT TOTAL EXPENDITURES								
		475,870	373,180	457,398	468,017	458,724	459,532	



Mayor
Peter Hendricks

Council
Keith Saks
Council President
Michelle Griffith
Jane Conard
Brad DuFur

June 17, 2016

TO: Honorable Mayor Peter Hendricks and City Council Members
 VIA: Susan E. Robertson, City Administrator
 FR: Jae Hill, Community Development Director
 Re: City Fleet Replacement Vehicles

City Administrator Susan Robertson asked that I work with the appropriate City departments to determine how we might address the increased maintenance costs and deteriorating condition of the Community Development and Administration Departments' vehicles. Many of these vehicles were surplus police vehicles that, after a rough term of service with the Police Department, were passed along to other departments. These vehicles have become unreliable, and many are facing more costs in repairs than the vehicles are worth. As an example, the Building Inspector's Expedition is facing a \$3,000 transmission rebuild and a \$1,000 air conditioning replacement, and the Community Development Expedition needs an expenditure of at least \$1,500 to sand, repair, and paint the rusted out roof as well as undetermined heating system repairs. These major repairs do not address the laundry list of broken components in these vehicles: peeled flooring, ripped seats, peeling paint. These vehicles are not only unreliable and unsafe, but an embarrassment to the City.

The table below identifies the vehicles that staff recommends disposing of, their values, and their anticipated 2016-2017 repair costs. Two Fire Department vehicles are included as well due to their age and surplus nature.

Year	Make/Model	Dept.	Miles	Est. Value	2015 Repairs	Anticipated Repairs
1995	Ford F-150 XL Regular Cab	Fire	64,614	\$ 1,500		
2001	Ford Expedition XLT	Administration	118,363	\$ 1,200	\$ 1,000	
2004	Ford Expedition XLT	Community Dev.	114,200	\$ 1,500	\$ 800	\$1500 paint
2008	Chevrolet Suburban LT	Fire	115,630	\$ 12,100		
2006	Ford Expedition XLT	CD/Bldg Official	118,000	\$ 2,000	\$ 2,500	\$3000 transmission; \$1000 AC
				\$ 18,300	\$ 4,300	\$ 5,500



Mayor
Peter Hendricks

Council
Keith Saks
Council President
Michelle Griffith
Jane Conard
Brad DuFur

Staff recommends trading-in these vehicles to lower the cost of a lease/purchase agreement on two 2016 Ford Escape 4WD SUVs. One of the new vehicles will be primarily used by the Building Official (back-up use by Community Development when necessary) and the other will be shared between the Community Development and Administration Departments. These sharing arrangements enable the City to go from three to two vehicles for those departments.

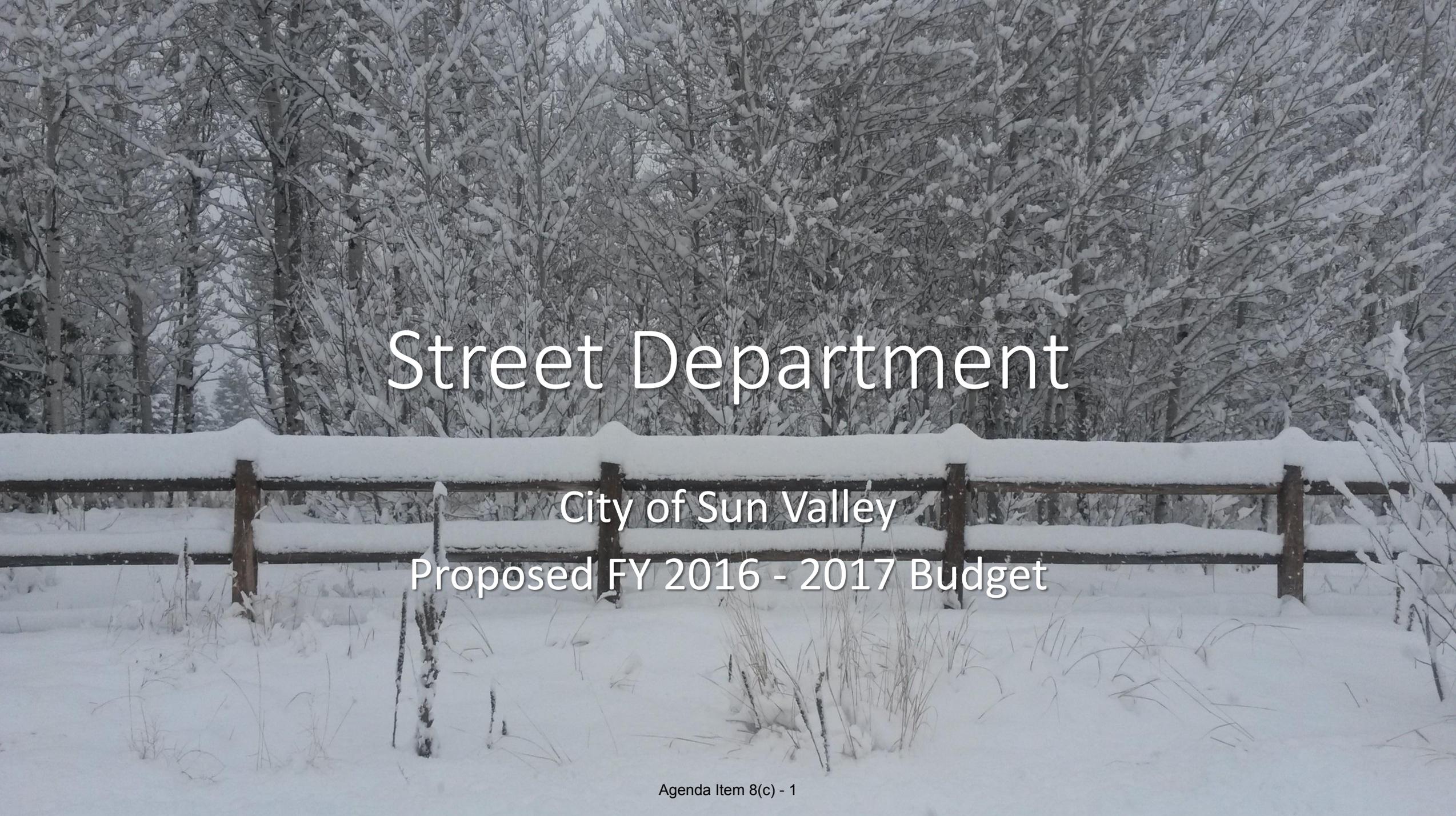
This lease arrangement requires no money down and a monthly cost of \$917.37 (\$458.69 per vehicle) or \$11,088 per year for five years for both vehicles. The annual \$11,088 cost of leasing the new vehicles will be partially offset by several factors:

- Because the new vehicles are under warranty, a savings of \$4,300 to \$5,500 per year in normal maintenance costs is anticipated. This is in addition to the expense that would be necessary to undertake the repairs needed to bring the current vehicles up to a respectable appearance and safe condition.
- At 23 City MPG, the 4WD Escape gets 60-70% better gas mileage than the Expeditions we drive mostly around town, netting about \$800 in fuel savings per vehicle per year (at 10,000 miles driven).
- Cumulative trade-in value of the five current vehicles at \$18,300 (reduces the lease cost by \$3,600 per year over five years).

With these savings, the increased cost to the City is anticipated to be only \$900 per year (approximately) for BOTH vehicles. The City will also benefit by reduced expenditures of staff time for maintenance/repair and lost productivity.

While staff understands that the City Council can't enter into long-term lease and purchase agreements that bind future Councils, Ford Motors offers a municipal lease-to-purchase agreement that can be vacated each budgetary year if necessary. Another benefit to the City is that the vehicle(s) may be purchased at the end of the lease term for \$1. Because the vehicles will have been under warranty during the lease period, the vehicles will likely be in such a condition that they may last another five or more years, reliably.

The Administration and Community Development Department budgets reflect the reduced maintenance costs due to leasing of the two new vehicles. The lease cost for the vehicles will be included in the budget for the Fixed Asset Fund, which will be reviewed by the City Council at its June 30, 2016 budget meeting.

A winter scene featuring a wooden fence covered in snow in the foreground. The background is filled with snow-laden trees and branches, creating a dense, white, and slightly hazy atmosphere. The overall color palette is muted, with various shades of white, grey, and brown.

Street Department

City of Sun Valley
Proposed FY 2016 - 2017 Budget

Department Overview



STAFFING

- Superintendent
- Supervisor / Events Coordinator
- Maintenance / Equipment Operator

DUTIES

- Maintain roadways, pathways, and right-of-ways
- Winter snow removal operations
- Preventative maintenance of department vehicles and facilities
- Landscaping and weed mitigation on city property
- Coordinate citywide events

Key Metrics



	FY14 ACTUAL	FY15 ACTUAL	FY16 YEAR-TO-DATE	FY17 ANTICIPATED
Miles of Streets Maintained	21.5	21.5	21.5	21.5
Miles of Pathways Maintained	13	13	13	13
Applications of Contract Weed Abatement/Year	3	3	3	3
Special Event Requests	-	-	12	12

Short Term Goals/Tasks



- **Pathways.** Repair section of pathway from the lower Fairway Nine Condominiums to the South Village Way intersection.
- **Encroachment Abatement.** Work with the Community Development Department to identify nuisance encroachments in the City's Right-of-Way.
- **Street Maintenance.** Request bids to rebuild sections of Lupine and Bluebell streets. Continue researching pavement maintenance products and procedures that will best suit the City's needs given the climate and level of service that is expected.

Mid-to-Long Term Goals/Tasks



- **Improvement of Streets and Paths.** Work with the Mayor and City Council to formulate a plan to improve the condition of the City's streets and paths.
- **Equipment Maintenance.** Keep the Street Department's equipment in the best mechanical condition it can be.
- **Winter Services.** Continue to maintain the level of service that is expected for the snow plowing and other winter-time operations.
- **Minimize Water Usage.** Continue to maintain the landscaping at City Hall, Elkhorn Fire Station, and Festival Meadows in a way to best reserve the amount of water needed for irrigation.



New FY17 Budgetary Needs

OPERATIONAL

- Purchase two iPads for Right-of-Way nuisance issues and to locate utility structures to improve snow plowing and removal activities.

CAPITAL

- Repair roof on Street Facility.
- City Hall generator upgrade
- Street facility HVAC installation.

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - COMMUNITY DEVELOPMENT

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
SALARIES AND WAGES								
10-431-110	SALARIES AND WAGES	197,265	213,180	208,189	212,156	208,189	208,189	3 FT staff
10-431-120	SALARIES & WAGES - PART TIME	-	630	7,000	7,000	3,500	3,500	For additional snowplow help & to cover staff vacations. With shared temporary staff
10-431-122	SALARIES & WAGES - OVER TIME	-	-	5,000	3,000	4,000	4,000	Overtime for snow plowing
		197,265	213,810	220,189	222,156	215,689	215,689	
FRINGE BENEFITS								
10-431-200	PHYSICAL INCENTIVE PROGRAM	-	-	1,200	1,200	1,200	1,200	3 FT staff
10-431-210	FICA CONTRIBUTION	13,047	15,933	17,502	16,995	16,592	16,592	7.65%
10-431-220	RETIREMENT CONTRIBUTION	21,453	24,017	25,107	25,148	24,552	24,552	11.32%
10-431-250	HEALTH INSURANCE	44,755	61,474	50,459	44,512	51,011	51,011	Includes health, dental & vision insurance; HRA
		79,255	101,424	94,268	87,855	93,354	93,354	
OPERATIONAL EXPENDITURES								
10-431-240	WORKERS COMPENSATION	10,717	11,225	12,000	11,000	11,590	11,590	
10-431-315	JANITORIAL SUPPLIES	161	-	400	400	400	450	Cleaning supplies for Street Shop
10-431-320	OPERATING SUPPLIES	4,477	4,017	4,000	4,000	4,000	4,000	Small daily operating supplies; ie, fasteners,electrical tape, etc.
10-431-340	TOOLS & EQUIPMENT	3,144	3,740	2,000	2,000	2,000	2,000	
10-431-345	SAFETY EQUIPMENT	-	396	500	500	500	500	First aid kit maintenance; safety glasses, earplugs, etc.
10-431-350	MOTOR FUELS & LUBRICANTS	13,991	11,645	20,000	11,000	15,000	15,000	Fuel and oil purchases
10-431-440	ADVERTISING & LEGAL PUBLISHING	1,205	-	1,000	1,000	1,000	1,000	Bid documents
10-431-470	TRAVEL, TRAINING & MEETINGS	3,054	4,974	5,500	3,500	3,800	3,800	Staff Training
10-431-510	TELEPHONE SERVICE	821	1,231	1,500	1,100	1,200	1,200	1 smartphones, 2 cell
10-431-536	SANDING/MAG CHLORIDE	9,053	11,809	14,000	14,000	15,000	15,000	Traction sand/salt/magnesium chloride
10-431-555	RENTAL - EQUIPMENT	-	13	1,000	1,000	1,000	1,000	As needed rental of speciality tool or equipment
10-431-570	RENT/LEASE - SNOW REMOVAL EQUIP	74	-	1,000	-	1,000	1,000	Rentals, if needed, for breakdowns
10-431-591	REPAIR/MAINT/CLEANING-STREETS	2,978	3,982	4,500	7,000	5,500	5,500	Good inventory of parts on hand, street sweeper replacement brooms/ aging equipment
10-431-592	STRIPING	25,773	23,417	29,000	29,000	29,500	29,500	Piggy-back on Ketchum bid - restripe all path and street markings in the City. Large truck spraying
10-431-593	RIGHT-OF-WAY REMEDIATION	-	-	-	-	10,000	10,000	Implementation of right-of-way remediation per ordinance
10-431-595	REPAIR/MAINT - LARGE EQUIPMENT	12,857	13,906	18,000	18,000	18,000	18,000	Repair and maintenance of snowplows, dumptruck, loader, etc. Hydraulic and pneumatic system overhauls on two (2) snowplows.
10-431-596	REPAIR/MAINT - SMALL EQUIP	429	330	700		500	500	Repair and maintenance of lawnmowers, snow blowers, chainsaws, etc.
10-431-600	REPAIR/MAINT - AUTO EQUIP	3,521	8,625	4,000	4,000	4,000	4,000	Repair and maintenance of automotive equipment

CITY OF SUN VALLEY FY 2016-2017 PROPOSED BUDGET

GENERAL FUND EXPENDITURES - COMMUNITY DEVELOPMENT

Acct No	Account Description	FY 2014	FY 2015	FY 2016	FY 2016	FY 2017	FY 2018	Notes and Descriptions
		AUDITED	AUDITED	AMENDED	ESTIMATED	PROPOSED	ANTICIPATED	
		ACTUALS	ACTUALS	BUDGET	ACTUALS	BUDGET	BUDGET	
10-431-610	REPAIR/MAINT - MISC	71	809	1,000	1,000	1,000	1,000	Unusual repair and maintenance expenses without appropriate line item
10-431-614	REPAIR/MAINT-BUILDING	8,120	10,867	12,000	12,000	12,000	12,000	All building repair and maintenance
10-431-620	LANDSCAPE SERVICES	4,528	3,135	5,000	5,000	5,000	5,000	Spring landscape clean up, plant health care, tree disease control and fertilization
10-431-621	NOXIOUS WEED CONTROL	13,393	12,140	15,000	15,000	15,000	15,500	3 applications
10-431-631	UNIFORMS	958	915	1,100	1,100	1,100	1,100	Staff work clothing
10-431-740	OFFICE FURNITURE & EQUIPMENT	2,234	585	2,000	600	2,000	1,000	Two (2) ipads/tablets for utility location reference during snow removal operations. Will also be used to document right-of-way encroachment issues.
10-431-745	ROADS & PATHS CONDITION RATING ASSESSMENT - UPDATE	-	-	12,000	-	12,000	12,500	Every 3 years. Most likely not being performed in 2016. Moved to 2017
10-431-760	BUILDING IMPROVEMENTS	-	-	-	-	2,500	2,500	Acquisition of a washer, dryer, and water heater for cleaning work clothes when needed.
10-431-780	ROADS & PATHS MAINT. PROGRAM	106,672	141,927	160,000	140,000	150,000	150,000	Shouldering, path slurry seal, drainage work, asphalt repairs, etc.
10-431-790	LAND MAINTENANCE 5 ACRE PARCEL	960	1,846	2,500	2,500	2,600	2,600	Sprinkler repair, fence stain, fertilizer, weed abatement, etc.
10-431-800	104 GREY EAGLE ABATEMENT	-	4,453	-	-	-	-	
		229,192	275,986	329,700	284,700	327,190	327,240	
STREET DEPARTMENT TOTAL EXPENDITURES								
		505,712	591,220	644,157	594,711	636,233	636,283	