

Supplemental Packet Materials for Agenda Item #1

Email: abk@ketchumlegal.com
www.ketchumlegal.com
fax: 208.906.8698

Adam B. King

attorney at law, pc

371 North Walnut Ave., Suite A
P.O. Box 4962
Ketchum, Idaho 83340
208.721.7859

Idaho Bar No. 5585
Member, American
Immigration
Lawyers Association

M E M O R A N D U M

From: Adam B. King
To: Susan Robertson for City Council
Re: Cole Architects Agreements
Date: October 15, 2015
Cc: File

Here are my comments and suggestions upon review of the Cole Architects Scope of Work ("S/W") and the AIA forms B141 Parts 1 and 2.

Item	Form	Paragraph	Comments
A	S/W	Reimbursable Expenses, p.4	No. 3 - Travel will be approved IN WRITING by client...
B		Fee, p. 5	This heading should be renamed "Architect Compensation" to mesh with the AIA forms
C		Last paragraph, page 5	It is unreasonable to limit a professional's liability to its fees. Architect negligence can be quite costly and can quickly exceed the fee. That is why professionals carry Errors and Omissions insurance: to cover the risks of negligence and to protect those with whom they conduct business. I suggest the following language: "Notwithstanding any other provision in this letter dated , 2015 or any other

			contractual terms between Architect and Owner, Architect's liability to Owner for any and all loss liability, obligation, damage, claim, cost or expense, including, without limitation, court costs, attorney's fees, and disbursements of any kind or nature is strictly limited to the amount of collectible errors and omissions and/or comprehensive general liability insurance that Architect maintains. Architect shall furnish Owner written proof of liability coverage in an amount not less than <u>two</u> (<u>2</u>) million dollars.
D		Last paragraph, p.5	The use of the word "proposal" is inartful. If the letter were signed it would be a contract. At some level we are trusting the architect to prepare the AIA forms but this seems to be a low risk.
E	AIA B141 Part 1	1.1.3; 1.2.2.3	The City should designate an Owner's Designated Representative [ODR] with defined authority limited in this paragraph. For example, the ODR would be able to make cosmetic/design/functional decisions and change order decisions up to and including a certain stated amount without City Council approval. The ODR should have the authority to engage other City Staff members as needed for advice on decision-making.
F		1.3.2.1 - 3	Strike these paragraphs. We are paying for the plans and they are public records.

510.02:01041949.1

Adam B. King, Attorney at Law, PC
Memorandum
October 15, 2015
Page 2

G		1.3.7.4	Strike this paragraph, it is superseded by Item C above. It also makes no commercial sense. If the architect is negligent and causes damage during construction, the architect's insurance should answer.
H		1.3.9.1	Strike "upon presentation of the Architect's statement of services" and replace with "pursuant to the terms of the Scope of Work."
I		1.4.1.1; 1.5.1	Incorporate Scope of Work letter by reference and attach as exhibit.
J	AIA B141 Part 2	2.6.2	Add: Site visits shall include: Observation and photographing of: <ol style="list-style-type: none"> 1. footings before foundations walls and/or floors are poured. 2. mechanical and electrical rough-ins before covering with concrete, sheathing or subflooring. 3. base preparation and reinforcement before concrete pours. 4. sheathing, wallboard, subflooring before taping, texturing, painting and/or floor covering applications. 5. flashings, sheathing and build-up systems before roof coating applications. 6. attachment and bearing of supporting beams before masked

510.02:01041949.1

Adam B. King, Attorney at Law, PC
Memorandum
October 15, 2015
Page 3

			by finish work. 7. framed openings for adequate bonding to frame and walls before being masked.
		2.6.2.2	Add "in writing" after the word "report" in first clause.
		2.6.3.2	In subparagraph (2) the architect disclaims responsibility for reviewing construction sequences. This seems odd. What if the architect see something out of sequence, such as a wall being rocked before the electrical inspection? This is worth an explanation from the architect. It may be covered otherwise.
		2.6.5.1	Add: The Architect will issue instructions of Owner to the contractor by change orders as required, using for every such change order the Standard AIA change order form. A complete log of all such change orders will be kept by architect and a duplicate copy shall be furnished to Owner and the Contractor until the completion of the Project.

Note: AIA contracts are fairly complex. Any contractual relationship involves a degree of trust between the parties, and the City Council should feel subjectively confident that this architect is appropriate. I have endeavored to highlight the major concerns appropriate to a construction project of this scale.

Cole & Architects, PA							
802 W Bannock Suite 208							
Boise Idaho 83702							
15-92							
PROJECT LABOR-HOUR DETAIL REPORT							
SUN VALLEY ELKHORN FIRE STATION REMODEL							
Phase I-Project Administration & Management							
Item/Drawing	Description	Principal	PM	PA	CADD	Intern	Clerical
1	Review program, budget	1	1	0	0	0	0
2	Review code requirements	0	1	0	0	0	0
3	Obtain property surveys, topography	0	0	0	0	0	0
4	Obtain soils reports	0	0	0	0	0	0
5	Review of record documents	0	1	0	0	0	0
6	Agency Reviews	0	0	0	0	0	0
7	Owner supplied data coordination	0	0	0	0	0	0
8	Presentations	0	0	0	0	0	0
9	Preliminary Cost Evaluations	0	0	0	0	0	0
10	As-Builts	0	1	0	0	0	0
11	Other	0	0	0	0	0	0
Sub-total Project Administration		1	4	0	0	0	0
Phase2-Programming							
		Principal	PM	PA	CADD	Intern	Clerical
1	Program requirements	2	2	0	0	0	0
2	Concept program layout	0	0	0	0	0	0
3	Establish Project Schedule/Budget	0	1	0	0	0	0
4	TCA	4	0	0	0	0	0
Sub-total Programming		6	3	0	0	0	0
Phase 3-Schematic Design							
		Principal	PM	PA	CADD	Intern	Clerical
1	Conferences with owner	1	2	0	0	0	0
2	Analysis of project	0	0	0	0	0	0
3	Building Code review	0	1	0	0	0	0
4	Diagram studies of spaces	0	0	0	0	0	0
5	Schematic Design Plans	0	2	0	0	0	0
SD0.1	Site Plan	0	0	0	0	1	0
SD1.0	Floor Plans	0	2	0	0	0	0
SD2.0	Exterior Elevations	0	0	0	0	0	0
SD3.0	Building Sections	0	2	0	0	0	0
6	Sketches and Study Models	0	0	0	0	0	0

Sheet1

7	Consultant Coordination	0	0	0	0	0	0
7A	Structural	0	0	0	0	0	0
7B	Mechanical	0	0	0	0	0	0
7C	Electrical	0	0	0	0	0	0
7D	Interior	0	0	0	0	0	0
7E	Other	0	0	0	0	0	0
7F	Special	0	0	0	0	0	0
8	Preliminary Cost Estimate	0	0	0	0	0	0
9	Presentation to Owner/agency	0	0	0	0	0	0
10	TCA	8	0	0	0	0	0
	Sub-total Schematic Design	9	9	0	0	1	0
Phase 4-Design Development							
		Principal	PM	PA	CADD	Intern	Clerical
1	Conferences with owner	1	2	0	0	1	0
2	Refinement of project parameters	0	0	0	0	0	0
3	Civil Engineering coordination	0	0	0	0	0	0
4	Structural Engineering coordination	0	1	0	0	0	0
5	Mechanical Engineering coordination	0	2	0	0	0	0
6	Electrical Engineering coordination	0	2	0	0	0	0
7	Landscape coordination	0	0	0	0	0	0
8	Selection of building materials	0	1	0	0	0	0
9	Design Development Documents	0	5	0	0	5	0
A0.1	Cover Sheet	0	0	0	0	0.5	0
A1.0	Site Plan	0	0	0	0	0	0
A2.0	Floor Plan	0	4	0	0	4	0
A3.0	Exterior Elevations	0	2	0	0	2	0
A4.0	Building Sections	0	4	0	0	2	0
S1.0	Structural framing plan-preliminary	0	0	0	0	0	0
ME1.0	MEP Documents	0	0	0	0	0	0
10	Outline specifications	0	3	0	0	0	0
11	Artist renderings	0	0	0	0	0	0
12	Model	0	0	0	0	0	0
13	Preliminary cost estimate	0	0	0	0	0	0
14	Agency review	0	0	0	0	0	0
15	Presentation to agency/owner	0	2	0	0	0	0
16	TCA	4	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
	Sub-total Design Development	5	28	0	0	14.5	0
Phase 5-Construction Documents							
		Principal	PM	PA	CADD	Intern	Clerical
1	Conferences with Owner	1	3	0	0	4	0
2	Development of details	0	2	0	0	8	0
3	Construction Documents	0	0	0	0	0	0
A0.1	Cover Sheet	0	0	0	0	1	0

Sheet1

A1.0	Site Plan	0	0	0	0	0	0
A2.0	Floor Plan	0	2	0	0	6	0
A3.0	Exterior Elevations	0	2	0	0	4	0
A4.0	Building Sections	0	2	0	0	6	0
A5.0	Wall Sections/Details	0	2	0	0	6	0
A6.0	Details	0	2	0	0	6	0
A7.0	Interior Elevations	0	2	0	0	8	0
A8.0	Schedules	0	1	0	0	6	0
A9.0	Roof Plan/Details	0	1	0	0	2	0
S1.0	Foundation Plan	0	0	0	0	0	0
S2.0	Structural Details	0	1	0	0	2	0
S3.0	Roof/floor framing Plans	0	0	0	0	0	0
S4.0	Structural Details	0	0	0	0	0	0
M1.0	Mechanical Plans	0	0	0	0	0	0
M2.0	Mechanical Details	0	0	0	0	0	0
P1.0	Plumbing Plans	0	0	0	0	0	0
P2.0	Plumbing Details	0	0	0	0	0	0
E1.0	Electrical Plans	0	0	0	0	0	0
E2.0	Electrical Diagrams/Details	0	0	0	0	0	0
4	Specifications	0	0	0	0	0	0
5	Construction Cost Estimate	0	0	0	0	0	0
6	TCA	4	0	0	0	0	0
		0	0	0	0	0	0
	Sub-total Construction Documents	5	20	0	0	59	0
Phase 6-Bidding/Negotiation							
		Principal	PM	PA	CADD	Intern	Clerical
1	Conferences with Owner	1	2	0	0	1	0
2	Advertising for Bids	0	0	0	0	0	0
3	Bid Proposals	0	0	0	0	0	0
4	Distribution of Documents	0	2	0	0	0	0
5	Addenda/clarifications	0	2	0	0	0	0
6	Contractors questions	0	0	0	0	0	0
7	Bid opening	0	1	0	0	0	0
8	Preparation of contracts	0	0	0	0	0	0
9	Consultant meetings	0	0	0	0	0	0
10	Other	0	0	0	0	0	0
	Sub-total Bidding/Negotiation	1	7	0	0	1	0
Phase 7-Construction Administration							
		Principal	PM	PA	CADD	Intern	Clerical
1	Preconstruction conference	0	2	0	0	0	0
2	Construction Administration-office	0	0	0	0	0	0
3	Construction Administration-field	0	16	0	0	0	0
4	Shop drawing approval	0	2	0	0	0	0
5	Material substitutions	0	2	0	0	0	0
6	Change orders	0	2	0	0	0	0
7	Periodic Pay Estimates	0	0	0	0	0	0
8	Field Reports	0	8	0	0	8	0
9	Punch list reports	0	8	0	0	0	0
10	Final inspections	0	4	0	0	0	0

Sheet1

11	Warranty reports	0	0	0	0	0	0
12	Other	0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
	Sub-total Construction Admin.	0	44	0	0	8	0
Direct Expenses and Subcontracts							
		Amount		Cost			Total Cost
1	Mileage	0	x	\$ 0.58			0
2	Per diem	0	x	0			0
3	Plots	0	x	0			0
4	Blueprints	0	x	0			0
5	Xerox copies	0	x	0.15			0
6	Long Distance Phone Calls						0
7	Fax calls						0
8	Structural Consultant Fee						3500
9	Mechanical Consultant						6500
10	Electrical Consultant						4500
11	Interior Consultant						0
12	Special Consultant						0
							0
	Total Expenses						14500
Total labor costs							
Labor		hours		rate			total
1	Principal	27	x	\$ 150.00			4050
2	Project Manager	115	x	\$ 125.00			14375
3	Project Architect	0	x	\$ 100.00			0
4	CADD Drafting	0	x	\$ 100.00			0
5	Architect Intern	83.5	x	\$ 100.00			8350
6	Clerical	0	x	\$ 60.00			0
	Sub-total Labor						26775
TOTAL ESTIMATED PROJECT FEE							\$41,275.00
Summary of Labor Costs							
		Principal	PM	PA	CADD	Intern	Clerical
1	Phase 1-Project Administration	1	4	0	0	0	0
2	Phase 2-Programming	6	3	0	0	0	0
3	Phase 3-Schematic Design	9	9	0	0	1	0
4	Phase 4-Design Development	5	28	0	0	14.5	0
5	Phase 5-Construction Documents	5	20	0	0	59	0
6	Phase 6-Bidding/Negotiation	1	7	0	0	1	0
7	Phase 7-Construction Administration	0	44	0	0	8	0
		0	0	0	0	0	0
	Total hours	27	115	0	0	83.5	0

Supplemental Packet Materials for Agenda Item #4



September 29, 2015

CITY OF SUN VALLEY
PO BOX 416
SUN VALLEY ID 83353-0416

Group ID: 10001814

RE: Notification of group cancellation

Dear Group Administrator:

This letter is to advise you that the City of Sun Valley is not in compliance with the written Underwriting Assumptions for New and Renewing Idaho Employer Groups of 2-50 Eligible Employees. Under the General section, #3 states that "all rates assume that none of the deductible, coinsurance or copays will be paid by the employer (except on an HSA product). Additionally, no member is allowed to opt off coverage in lieu of compensation." With the passage and implementation of Ordinance No. 475, it is clear that the City of Sun Valley is no longer in alignment with the Underwriting Assumptions.

If the City of Sun Valley cannot comply with the Underwriting Assumptions, our only option will be to cancel your group coverage effective January 1, 2016. Please let me know what I can do to help you with this matter. I can be reached at 208-234-5913.

Sincerely,

Tim Anderson
Account Executive
Sales

CC: Mary Comer

Adam King

From: Adam King
Sent: Wednesday, September 23, 2015 9:56 AM
To: 'brian.kane@ag.idaho.gov'
Subject: Sun Valley issues - I.C. 50-203 issue
Attachments: Ordinance 475 - corrected.pdf

Importance: High

Hi Brian,

I was on the phone with the Mayor when you called. Here is an outline of issues. Could you review this and call me?

We are in a legislative quandary at Sun Valley and I'd like to ask for your office's assistance.

Sun Valley has "enacted" the attached ordinance which pertains to Idaho Code Section 50-203. I put enacted in quotes because:

1. The council voted to pass the ordinance on August 12, 2015
2. The Mayor refused to sign it and presented his objections to the City Council at the September 10th regular meeting [see 60-611.]
3. The ordinance was published in the newspaper on September 9, 2013.
4. On September 10, the Council had a regular meeting and IF valid, the ordinance would go into effect that day.

5. The main issue is this: are the reimbursements "**compensation**" in the meaning of 50-203?
 - a. The ordinance purports to state that the reimbursements are not compensation
 - b. [I had absolutely no part in drafting the ordinance].

6. Factually, the City Council members are allowed to opt out of city insurance.
 - a. An opting out council member may choose to be insured elsewhere, and be reimbursed up to a certain amount by the city – to be clear, the city does not pay the other health insurance premiums, but rather pays the City Council member a certain sum in reimbursement [either the amount the city would have paid if the City Council member was on the city's plan, or the actual out of pocket cost to the City Council member, whichever is less].

7. If the reimbursements are NOT compensation, then the ordinance is likely valid.

8. If the reimbursements ARE compensation, then it was not published 75 days before the general election.
9. Also, the salaries in the ordinance are clearly compensation, albeit not new compensation
10. The City Council will argue that the reimbursements are not new compensation, but this is a new codification of a long standing city practice of reimbursement.
11. Does the 75 day rule apply for existing compensation in a new ordinance?
12. If the reimbursements are "compensation"
 - a. does the language in 50-611 "the same shall become law without his signature" trump the 75-day publication requirement in 50-203?
 - b. I highly doubt this because 50-203 is specific.

This issue is exceedingly divisive at the moment, I'd greatly appreciate a call to discuss:

- Your initial take on it
- Whether you think the AG's office would issue a formal opinion or an informal opinion on this matter. I am not sure how the decision to issue a formal opinion is made at the AG.

Thank you as always for your guidance.

Best regards,
Adam

Adam B. King
Attorney at Law, PC
City Attorney for Sun Valley, Idaho
371 North Walnut Ave., Suite A
P.O. Box 4962
Ketchum, Idaho 83340
208.721.7859
abk@ketchumlegal.com
www.ketchumlegal.com

NOTICE: This electronic message transmission contains information which may be privileged. The information is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, please be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify the sender and delete the copy you received.

ORDINANCE NO. 475

AN ORDINANCE OF THE CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO, AMENDING THE CITY OF SUN VALLEY MUNICIPAL CODE BY REVISING TITLE 1, CHAPTER 5, SECTION 3 (CITY CODE SECTION 1-5-3), TO CLARIFY REIMBURSEMENTS AND HEALTH INSURANCE OPTIONS FOR THE SUN VALLEY MAYOR AND CITY COUNCIL; BY PROVIDING FOR A SAVINGS AND SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sun Valley City Council has determined, in compliance with Idaho Code 50-203 to establish the Mayor and Councilperson's compensation as set forth herein, and

WHEREAS, it is in the best interests of the City and its citizens to further clarify Title 1, Chapter 5, Section 3 as set forth herein, and

WHEREAS, it has been the policy of the City of Sun valley for more than eight (8) years to provide health insurance benefits to the Mayor and Council and to also reimburse the Mayor and Council who opted to maintain health insurance coverage (either on their own or spouse's policy) in place of being insured under the City's health insurance plan, and

WHEREAS, in some instances such opting and its related reimbursement achieves a significant cost benefit to the City,

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO DO ORDAIN AS FOLLOWS:

SECTION 1: CITY CODE AMENDMENT – For the reasons and purposes contained above, the City of Sun Valley makes the following amendments to the text of Title 1, Chapter 5, Section 3, of the City Code. The entire current code provision of Title 1, Chapter 5, Section 3 is provided for context though the amendments are specific to Subsection D and new Subsection E. There are no text deletions and all text additions are underlined. Text below not in underline format shall remain unchanged in the City Code.

1-5-3 Mayor and Council Compensation: Commencing January 1, 2008, the annual salaries of the Mayor and Council of the City of Sun Valley shall be as follows:

- A. The Mayor of the City of Sun Valley shall receive an annual salary in the sum of twenty one thousand dollars (\$21,000) to be paid in equal installments once per month.
- B. Each member of the City Council of the City of Sun Valley shall receive an annual salary in the sum of twelve thousand dollars (\$12,000) to be paid in equal sums once per month.

Ordinance 475
Amending the Sun Valley City Code

- C. The Mayor and each member of the Council shall receive health, dental, retirement, life insurance and wellness benefits commensurate with the benefits afforded City employees. No Health Reimbursement Account annual roll-over benefit or vesting shall accrue to the Mayor or members of the Council.
- D. No other compensation shall be afforded to the Mayor or Council. Reimbursements to the Mayor or Council shall not be deemed to be "other compensation".
- E. The Mayor and any member of the Council may opt to receive reimbursement for their own qualifying health insurance coverage (or coverage under a partner's policy) in lieu of coverage under the City's health insurance plan provided however, that the total amount of such reimbursement does not exceed the amount of premium that would otherwise be paid to the City's health insurance carrier or carriers.

SECTION 2: SAVINGS AND SEVERABILITY CLAUSE - If any section, subsection, paragraph, subparagraph, item, provision, regulation, sentence, clause, or phrase is declared by a court of competent jurisdiction to be invalid, such actions shall not affect the validity of this ordinance as a whole or any part thereof other than the part declared invalid.

SECTION 3. REPEALER CLAUSE - All City of Sun Valley Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4: EFFECTIVE DATE - This Ordinance shall be in full force and effect from and after its approval, passage, and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF SUN VALLEY, IDAHO AND APPROVED BY THE MAYOR, THIS _____ day of _____, 2015.

Dewayne Briscoe, Mayor

ATTEST:

Alissa Weber, City Clerk

Adam King

From: Adam King
Sent: Thursday, September 24, 2015 10:28 AM
To: Kane, Brian
Subject: RE: Sun Valley issues - I.C. 50-203 issue

Brian,
Thank you very much. This is enormously helpful and confirms many of my thoughts. I really appreciate the reference to 1-5-3-C.
Thanks again,
Adam

From: Kane, Brian [mailto:brian.kane@ag.idaho.gov]
Sent: Thursday, September 24, 2015 9:25 AM
To: Adam King
Subject: RE: Sun Valley issues - I.C. 50-203 issue

Hi Adam--

Left you a message, but thought you might appreciate some thoughts to consider.

The term "compensation" in § 50-203 includes both the monthly stipend and the entitlement to health insurance, etc. coverage. The option to receive an in lieu payment is simply an alternative method of ensuring that no loss in such compensation occurs by virtue of alternative coverage (which, presumably, most part-time municipal officials will have). The "reimbursement" is a reward for the council members' service and, as such, constitutes "compensation" as ordinarily defined.

The ordinance amendment therefore should have no present legal effect. It becomes effective on January 1 of the year following the general city election after the election this year; i.e., probably January 1, 2018.

The specific requirements in § 50-203 apply even in the absence of a mayoral veto under § 50-611 under ordinary statutory construction canons; i.e., the specific controls over the general. You are correct on this score.

Given the fact that the amendments apparently have no present legal effect, the issue is whether the existing ordinance authorizes the in-lieu payments. Section 1-5-3.C entitles council members (and the mayor) to "health, dental, retirement, life insurance and wellness benefits *commensurate* with the benefits afforded City employees." [Emphasis added.] "Commensurate" has a dictionary meaning of "corresponding in size, extent, amount, or degree" and thus could encompass coverage other than coverage under the city plan. One can argue that use of the term "commensurate" suggests that coverage under plans other than the city's was contemplated. (Otherwise, why would the ordinance not have simply provided for coverage under that plan?) You may want to consider this in more detail given your familiarity with this situation.

Hope this helps.

Brian

From: Adam King [mailto:abk@ketchumlegal.com]
Sent: Wednesday, September 23, 2015 9:56 AM
To: Kane, Brian
Subject: Sun Valley issues - I.C. 50-203 issue
Importance: High

Hi Brian,

I was on the phone with the Mayor when you called. Here is an outline of issues. Could you review this and call me?

We are in a legislative quandary at Sun Valley and I'd like to ask for your office's assistance.

Sun Valley has "enacted" the attached ordinance which pertains to Idaho Code Section 50-203. I put enacted in quotes because:

1. The council voted to pass the ordinance on August 12, 2015
2. The Mayor refused to sign it and presented his objections to the City Council at the September 10th regular meeting [see 60-611.]
3. The ordinance was published in the newspaper on September 9, 2013.
4. On September 10, the Council had a regular meeting and IF valid, the ordinance would go into effect that day.

5. The main issue is this: are the reimbursements "**compensation**" in the meaning of 50-203?
 - a. The ordinance purports to state that the reimbursements are not compensation
 - b. [I had absolutely no part in drafting the ordinance].

6. Factually, the City Council members are allowed to opt out of city insurance.
 - a. An opting out council member may choose to be insured elsewhere, and be reimbursed up to a certain amount by the city – to be clear, the city does not pay the other health insurance premiums, but rather pays the City Council member a certain sum in reimbursement [either the amount the city would have paid if the City Council member was on the city's plan, or the actual out of pocket cost to the City Council member, whichever is less].

7. If the reimbursements are NOT compensation, then the ordinance is likely valid.
8. If the reimbursements ARE compensation, then it was not published 75 days before the general election.
9. Also, the salaries in the ordinance are clearly compensation, albeit not new compensation
10. The City Council will argue that the reimbursements are not new compensation, but this is a new codification of a long standing city practice of reimbursement.
11. Does the 75 day rule apply for existing compensation in a new ordinance?
12. If the reimbursements are "compensation"

- a. does the language in 50-611 "the same shall become law without his signature" trump the 75-day publication requirement in 50-203?
- b. I highly doubt this because 50-203 is specific.

This issue is exceedingly divisive at the moment, I'd greatly appreciate a call to discuss:

- Your initial take on it
- Whether you think the AG's office would issue a formal opinion or an informal opinion on this matter. I am not sure how the decision to issue a formal opinion is made at the AG.

Thank you as always for your guidance.

Best regards,
Adam

Adam B. King
Attorney at Law, PC
City Attorney for Sun Valley, Idaho
371 North Walnut Ave., Suite A
P.O. Box 4962
Ketchum, Idaho 83340
208.721.7859
abk@ketchumlegal.com
www.ketchumlegal.com

NOTICE: This electronic message transmission contains information which may be privileged. The information is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, please be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify the sender and delete the copy you received.