

KETCHUM URBAN RENEWAL BOARD MEETING AGENDA

Monday, October 20, 2014, beginning at 3:00 p.m.

480 East Avenue, North, Ketchum, Idaho



1. CALL TO ORDER
2. COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS
 - a. Discussion of lease proposal for 491 Sun Valley Road property, Tim Eagan, Commissioner.
 - b. Wood River Valley Studio Tour regarding use of the Visitor Center – Gary Lipton, Commissioner.
3. COMMUNICATIONS FROM STAFF
 - a. Discussion of URA priority projects for FY 2014-15 – Suzanne Frick, Executive Director.
 - b. ICRMP Joint Powers Subscriber Agreement – Lisa Enourato, Assistant to the Executive Director.
4. COMMUNICATIONS FROM THE PUBLIC.
 - a. Communications from the public.
 - b. Update on Transit Hub – Jason Miller, Mountain Rides Executive Director.
5. CONSENT CALENDAR.
 - a. Approval of current bills.
6. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).
7. ADJOURNMENT.

Any person needing special accommodations to participate in the above noticed meeting should contact the Ketchum Urban Renewal Agency prior to the meeting at (208) 726---3841.

This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726---3841.

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**SUMMARY OF ICRMP PUBLIC ENTITY & SCHOOL DISTRICT
POLICY CHANGES
October 1, 2014 through September 30, 2015**

A. SECTION I, GENERAL DEFINITIONS

Item 1: A. (11.) *Schedule of Values* – CLARIFY

This definition was moved to the specific property sections of the policy since it only applies to those sections.

B. SECTION III, GENERAL CONDITIONS

Item 1: A. (10.) *Duties After Occurrence* – CLARIFY

Added the terms “accident”, “wrongful act”, “occurrence” and “claim” as necessary to clarify that all manners of claims submitted to ICRMP by a member have the same duties after a claim is known.

Item 2: A. (14.) *Loss Payments* – CLARIFY

Clarified to pay loss payments for covered claims as amounts owed are determined.

Item 3: A. (22.) *Subrogation* – CLARIFY

Clarified to make subrogation a pro-rata basis between the member and ICRMP.

Item 4: A. (25.) *Territory* – BROADEN

Broadened to cover claims filed and adjudicated within the fifty states, regardless of where the claim occurred.

C. SECTION IV, GENERAL EXCLUSIONS

Item 1: A. (1.) *Asbestos* – CLARIFY

Expanded definition of asbestos and all related asbestos type claims as excluded for the entire policy.

Item 2: A. (6.) *Cyber Liability* – BROADEN

Cyber Liability is now excluded from the main ICRMP policy and provided through Endorsement #5. The coverage language has been expanded in the endorsement.

Item 3: A. (7.) *Fungi* – CLARIFY

Expanded definition of fungi and all related fungi type claims as excluded for the entire policy.

Item 4: A. (10.) *Lead* – CLARIFY

Expanded existing exclusion for all losses related to lead claims.

Item 5: A. (14.) *Silica* – REDUCTION

Added new exclusion for all losses related to silica claims.

D. SECTION V, PROPERTY INSURANCE

Item 1: Definition #6 –*Earth Movement* - CLARIFY

Amended the earthquake definition to earth movement and clarified what constitutes an earth movement claim. Also, clarified that the deductible is now \$100,000 per loss instead of 10% of the damaged property value.

Item 2: Definition #7 –*Flood* - CLARIFY

Amended the flood definition to clarify what constitutes a flood claim.

Item 3: Specific Condition #5 –*Debris Removal* - BROADEN

Expanded debris removal coverage to include foundations should they be damaged from a covered claim.

Item 4: Specific Condition #6 –*Earth Movement* - CLARIFY

Amended the earth movement condition to clarify floods related to earth movement are considered earth movement and not flood.

Item 5: Specific Condition #7 –*Flood* - CLARIFY

Amended the flood condition to clarify each type of flood and their related deductibles.

Item 6: Specific Condition #8 –*Inadvertently Omitted Property* - BROADEN

Amended the condition to pay up to \$500,000 for items inadvertently omitted from the members schedule of values. Additionally, we will pay up to 50% of the value between \$500,000 and \$1,000,000 of inadvertently omitted items.

Item 7: Specific Condition #9 – *Landscaping Items*- BROADEN

Expanded coverage to provide up to \$25,000 per occurrence for landscaping items as listed.

Item 8: Specific Condition #11 – *Operational Disruption Expense*- BROADEN

A per claim limit has been increased from \$1,000,000 to \$2,500,000 for Insuring Agreement #3, Operational Disruption Expense.

Item 9: Specific Condition #13 – *Preservation of Property* – BROADEN

A per claim limit has been increased from \$25,000 to \$250,000 for preservation of property related to a covered claim.

Item 10: Specific Condition #15 – *Property of Others* – BROADEN

Added coverage for property of employees and volunteers up to a per claim limit of \$50,000 per covered accident.

Item 11: Specific Condition #16 – *Property in Course of Construction* – BROADEN

Increased limit of coverage from \$250,000 to \$1,000,000 for new construction.

Item 12: Specific Condition #20 (i) – *Fine Arts* – BROADEN

Increased limit of coverage for fine arts from \$500,000 to \$1,000,000 for covered claims.

Item 13: Exclusion #2 (a) – BROADEN

Provided an exception within the exclusion that items listed are covered if the damage to them is caused by a covered accident, flood or earth movement claim.

Item 14: Exclusion #4 (a) – BROADEN

Increased limit for service animals from \$10,000 to \$25,000.

E. SECTION VI, GENERAL LIABILITY INSURANCE

Item 1: Insuring Agreement 2. – *Law Enforcement Liability* - CLARIFY

Added the term “jail operations” and defined the same within the definitions to clarify what constitutes a jail operations claim under the Law Enforcement Liability insuring agreement.

Item 2: Definition 6 – Jail Operations - CLARIFY

Created a definition for jail operations as it relates to Insuring Agreement 2, Law Enforcement Liability.

F. SECTION VII, AUTOMOBILE LIABILITY INSURANCE

Item 1: Definition #3 – Insured - CLARIFY

Clarified who is considered an insured for this section.

G. SECTION VIII, ERRORS AND OMISSIONS INSURANCE

Item 1: Insuring Agreement 2 – Employee Benefit Liability - CLARIFY

Removed the word “insurance” from this term and all related to this insuring agreement to clarify that it applies to more than just insurance benefits.

Item 2: Definition 1. (d.) – Administration - BROADEN

Expanded definition to include that administration does not mean your decision to not offer a particular benefit, unless required by law.

Item 3: Definition 5. – Employee Benefit Liability - BROADEN

Expanded definition to include other types of benefit programs other than insurance related.

Item 4: Exclusion 1. (n.) – CLARIFY

Amended the exclusion to clarify what is not covered in relation to the newly expanded Insuring Agreement #2, Employee Benefit Liability.

H. SECTION IX, CRIME INSURANCE

Item 1: Definition 5. – Wrongful Taking - CLARIFY

Clarified the definition to include various types of financial instruments.

Item 2: Exclusion D, 3, b, (4). – Insufficient Funds Check - CLARIFY

Clarified that insufficient fund checks are not covered under this section.

I. SECTION X, MACHINERY BREAKDOWN INSURANCE

Item 1: Definition 1. – Breakdown - CLARIFY

Clarified the definition to include various types of damages related to a breakdown.

Item 2: Definition 7. – Covered Equipment - CLARIFY

Clarified the definition to include various types of covered equipment related to a breakdown.

Item 3: Condition 3. (b.) – CLARIFY

Clarified the condition to include various types of damages related to utility interruptions.

Item 4: Exclusion 1. (b., and g. through m.)– CLARIFY

Clarified the exclusions providing more detail about what is excluded.

Item 5: Utility Interruption Sublimit – REDUCTION

Reduced the utility interruption sublimit from \$2,500,000 to \$1,000,000.

J. SECTION XII, ENDORSEMENTS

Item 1: Accidental Discharge of Pollutants Amendatory Endorsement #1. – BROADEN

Increased limit from \$25,000 to \$50,000 per occurrence and in the aggregate for this endorsement.

Item 2: Terrorism Amendatory Endorsement #2. – BROADEN

Decreased deductible from \$25,000 to \$10,000 per claim.

Item 3: Cyber Liability Endorsement #5. – BROADEN

Provided additional coverage to pay for cyber liability claims as outlined within the endorsement up to \$1,000,000 per occurrence.

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a “certified act of terrorism”. Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any “certified act of terrorism”. Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Greg Bloomfield at (208) 788-9506 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: Ketchum Urban Renewal District

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$5,000 over and above your proposed renewal Member contribution based on reported total insured values of \$1,355,800.

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IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

Ketchum Urban Renewal District

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

KURA funding for Ketchum Transportation Hub

UDPATED 10/6/14

\$100,000 towards the Ketchum Transportation Hub as follows (these are estimates only at this point, subject to final bids from contractors)

- \$30,000 in matching funds for improvements to visitor center building for passenger waiting area
 - \$4,500 spent to date towards design/engineering
- \$50,000 in matching funds for Sun Valley Rd and East Ave intersection improvements
 - \$7,500 spent to date towards design/engineering
- \$20,000 for public art components – bollards, concrete, tree grates.
 - \$3,000 spent to date towards design/engineering

Once we have the bid responses, we will have a better idea of the actual costs of these items and how they are being paid for relative to the grant and the KURA funding.

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "961000000"- "9844109930"

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP102746	HRA Fees	84.91
98-4410-4200 PROFESSIONAL SERVICES			
CALDWELL COLLECTIONS	1	Business Promo Video	2,100.00
SCVP	2246	Video Footage	150.00
LISA CARTON	092414	Business Promo Video	1,000.00
98-4410-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	2196-09/14	Account 2186	65.52
98-4410-4800 DUES, SUBSCRIPTIONS, & MEMBERS			
REDEVELOPMENT ASSOCIATIO	M15014	Membership Due	750.00
98-4410-5200 UTILITIES			
CLEAR CREEK DISPOSAL	835473-09/14	ACCT. 952418	397.23
IDAHO POWER	2202522062-09	ACCT. 2202522062	510.93
INTERMOUNTAIN GAS	116120003755-	ACCT. 11612000-375-5	4.44
SENTINEL FIRE & SECURITY, IN	183380	Quarterly Monitoring Fee	75.00
98-4410-5910 REPAIR & MAINT. - 491 SV RD			
ALLSTAR PROPERTY MANAGE	093014	Janitorial Services - August	416.00
ALLSTAR PROPERTY MANAGE	093014	Janitorial Services - September	416.00
EVANS PLUMBING INC	53411	Toilet Repair	603.75
98-4410-7000 CAPITAL PROJECTS			
PHINNEYBISCHOFF	93928	Proposal	6,000.00
Total URBAN RENEWAL EXPENDITURES:			12,573.78
Total URBAN RENEWAL AGENCY:			12,573.78
Grand Totals:			12,573.78

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "9610000000"- "9844109930"

Vendor Name	Invoice Number	Description	Net Invoice Amount
URBAN RENEWAL AGENCY			
URBAN RENEWAL EXPENDITURES			
98-4410-2500 HEALTH INSURANCE - CITY			
STARLEY-LEAVITT INS. AGENC	16531-10/14	Administration & Consulting Fees	3.15
98-4410-7000 CAPITAL PROJECTS			
ALPINFOTO, LLC	1105	Gondola Shoot	250.00-
Total URBAN RENEWAL EXPENDITURES:			246.85-
Total URBAN RENEWAL AGENCY:			246.85-
Grand Totals:			246.85-