

**AGENDA OF THE SPECIAL
HAILEY CITY COUNCIL MEETING
Thursday SEPTEMBER 8, 2016 * Hailey City Hall Meeting Room**

5:30 p.m. CALL TO ORDER -

CONSENT AGENDA:

CA 303	Motion to authorize submission of the Blaine County Land Water and Wildlife Program Pre-Application for Conservation Funding for snow storage relocation and improvements at Lions Park	1
CA 304	Motion to approve Resolution 2016-114, ratifying an Idaho Department of Health and Welfare Subgrant Agreement for emergency medical services equipment for Hailey Fire Department – grant award is \$12,489.86	12
CA 305	Motion to approve Resolution 2016-115, to ratify the Mayor’s signature on an Agreement with Valley Temp Services, Inc., to provide an employee to the Parks Division for the remainder of the park season.....	25
CA 306	Motion to approve Resolution 2016-116_, authorizing mayor to sign Annual Employer Certification Regarding HRA Integration with a Qualified Group Plan	30
CA 307	Motion to approve Resolution 2016-117, authorizing a contract for services agreement with Rick Allington to provide prosecution of misdemeanors for FY 2016-17, for an annual amount of \$42,848	33
CA 308	Motion to approve alcohol licenses for Campion Ice House, conditional on receiving copies of State and County Licenses	42
CA 309	Motion to approve Wood River High School’s Homecoming Parade Special Event, to be held on Main Street, Spruce Street to Pine Street on Friday, September 30, 2016, from 3:30pm to 4:30pm	45
CA 310	Motion to approve minutes of August 15, 2016 and to suspend reading of them	51
CA 311	Motion to ratify claims for expenses incurred during the month of August, 2016, and claims for expenses due by contract in September, 2016	62
CA 312	Motion to approve Treasurer’s reports for August 2016	(handout at meeting)

PRESENTATIONS AND PROCLAMATION:

PP 313	Presentation on Cobblestone Project	(no documents)
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PUBLIC HEARING:

PH 314	Consideration of Ordinance eliminating Business License renewals	93
PH 315	Consideration of Resolution 2016-_____, adopting an MOU with Blaine County School District for use of Hailey ground water for irrigation of Wood River Middle School fields	118

OLD BUSINESS:

OB 316	3 rd Reading of Ordinance No. 1201, Hands-free cell phone ordinance and summary.....	126
OB 317	Waiver of 2 nd Reading with 3 rd Reading by Title Only of Ordinance No. 1202, Amendment Appropriation ordinance for FY 2016 budget.....	135
OB 318	Waiver of 2 nd Reading with 3 rd Reading by Title Only of Ordinance No. 1203, Appropriation ordinance for FY 2017 budget.....	139

STAFF REPORTS:

SR 319	Disclosures submitted by Piper Jaffray under MSRB Rule G-42 and Affirmation of Business Relationship between Piper Jaffray and City of Hailey.....	143
SR 320	HPD Crime Report results in Safewise naming Hailey 3 rd Safest City in Idaho	148
SR 321	Select 25 Award Presentation and Hailey Fire Department video	150
SR 322	Emergency Service Appreciation Cookout invitation from Valley of Peace Lutheran Church	154
SR 323	Draft Agenda for next meeting	156

EXECUTIVE SESSION:

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1198 Next Resolution Number- 2016-118

AGENDA ITEM SUMMARY

DATE: 09/08/16 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** MM

SUBJECT: Motion to approve Blaine County Land Water and Wildlife Program Pre-Application for Conservation Funding in the amount of \$300,000.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City has used a large portion of Lions Park for snow storage for a number of years now. This continued use renders the 1.5-acre portion and another 0.5 acres for circulation unusable. With the parks close proximity to the Big Wood River, connection to Draper Preserve, and largely undeveloped northern section, snow storage is likely not the best and highest use of this area. It could be a tremendous public asset and destination spot for Hailey residents and visitors alike.

The first step is relocating the snow storage. This pre-application with the County, requests consideration of both land acquisition and restoration of a portion of Lions Park. The City would be responsible for providing the planning, which is not eligible for funding.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

Copies (all info.): _____

Copies (AIS only) _____

Instrument # _____

**Blaine County Land Water & Wildlife Program
Pre-Application for Conservation Funding**

The Blaine County Land, Water and Wildlife Program (Program) was created to invest the funds from the 2008 Land Water and Wildlife Levy. For complete information about the purposes, policies and procedures, please refer to the Program website (blainecounty.org >>>County Departments >>> Land, Water & Wildlife Program >>> Info >>> Application Materials OR [click here](#)). The Program Guide and Project Evaluation Checklist provide background on the application process, eligibility and selection criteria.

Landowners, non-profit organizations, or other local government agencies wishing to request funding from the Program should take the following steps to initiate their project:

Step 1: Review background information about the Program and talk to the Land, Water & Wildlife Program Coordinator, Land Use & Building Services, 219 1st Avenue South, Ste. 208, Hailey, telephone 208-788-5570.

Step 2: Complete this Pre-Application. It is used to present an initial project proposal to the Program. Pre-Applications are reviewed by county staff and the Levy Advisory Board (a volunteer board of citizens, appointed by the Board of County Commissioners to advise on Levy expenditures and make recommendations to the County Commissioners). This is the first of two application phases. A fillable version of this Form, for optional use, is available on the website.

Pre- Applications are accepted anytime, and evaluated promptly by the Levy Advisory Board (LAB). If a project appears to serve Levy objectives, the Applicant will be invited to submit a Full Application for Conservation Funding. Following submittal of the Full Application, the project would be evaluated during the next competitive application cycle. The Full Application deadlines are on the website.

Step 3: Following review of your Pre-Application, the Land, Water and Wildlife Program Coordinator will contact you to schedule a meeting to discuss the initial evaluation and the next steps.

Please see the Program Guide for a thorough explanation of the application process. If you have questions regarding this process please contact the Program Coordinator at (208) 788-5570.

Pre-Applications should be submitted digitally and with two (2) paper copies to:

Land, Water and Wildlife Program Coordinator
Blaine County Land, Water & Wildlife Program
Land Use & Building Services
219 1st Avenue S., Ste. 208
Hailey, ID 83333
pzcounter@co.blaine.id.us

Please Note: When submitted to the County, this application will become a public document, and all information contained in it may be viewed by any member of the public who may request to do so.

1. Applicant Information

Project Name: Lions Park Snow Storage Relocation and Restoration

Applicant (Note that only landowners and their representatives or partners may apply):

City of Hailey

Contact Name (if different than Applicant): Mariel Miller

Address: 115 Main Street South, Hailey ID 83333

Contact primary phone number: 208-788-9830, ext. 24

Cell or other alternative phone number: 208-841-4705

Contact e-mail address: mariel.miller@haileycityhall.org

2. Project Type (check one):

Land acquisition Easement acquisition TDR Non-acquisition*

Other (explain)

While the City does not have a formal TDR Program, density would be transferred off of the property and on to other suitable properties within Hailey City limits, locations to be determined.

* Non-acquisition projects could include wildlife habitat, water quantity and quality, stream reconnections, improvement to natural systems and processes, and studies linked to projects.

If the project is an acquisition, is there a willing seller? Actively seeking individual properties.

If the project involves a conservation easement (acquired or donated), is there a qualified entity willing and able to hold and maintain the interest to be conveyed? Yes Will it be perpetual? Yes, but the easement boundaries have not yet been determined.

If the project is a restoration, are the landowner(s) committed to the project? Yes

Do you know whether the Property is a lot of record as defined in Blaine County Code (Section 9.2.1), or its equivalent in incorporated cities? _____

Are you aware of any permits or approvals you may need in order to do your project? Yes If "Yes," what are they? If the location and the nature of the work necessitates, the following permits may be necessary: conditional Use Permit on acquired property used for snow storage, floodplain permit, drywell permit, and possibly stream alteration permit.

3. Project Description

Approximate acreage of project: 1.5 acres (current snow storage area), but the entire Park is 9.8 acres.

Using a separate sheet of paper, describe the property proposed for protection, the conservation purpose of the proposed project and how it will fulfill the purposes of the Land, Water and Wildlife

Program. To the extent known, please discuss how the conservation outcomes will be lasting. Refer to the Program Guide for an understanding of the Program priorities. Please answer in **500 words or fewer**.

4. Project Funding and Partnership Information

Estimated total project cost: \$300,000

Estimated Land, Water & Wildlife Program funding request: \$300,000

If a non-acquisition project, please include a basic budget that identifies which costs you are requesting funding for.

Are any funds for this project already secured? Not at this time; however, this project could qualify for both Park and Transportation development impact fee (DIF) funding. Last year the city received about \$54,000 in DIFs for these two sectors. It is anticipated that the city will receive a similar amount in fiscal year 2017. Between using a portion of the DIFs and the use of some operation funds from Park and Street Divisions, the City anticipates being able to cover the planning work and potentially a portion of the land acquisition and restoration efforts.

If yes, please list sources and amounts: N/A

Prospective or committed project partners:

Name: Prospective partners could include the Wood River Land Trust; adjacent property owners, Marcy and Johnathan Bauer, who hold existing conservation easement that we could enhance with an adjoining easement; Hailey Co-ed softball group, Trout Unlimited, and Idaho Rivers United.

Mailing Address: Not applicable at this time.

E-mail or Phone: Not applicable at this time.

5. Project Maps and Photos

Please include up to two maps of your proposed project and the general area. The map (or maps) should depict project boundaries, property ownership (private or public), roads, significant topographic or ecological features, and any parcels within the project area that may be excluded from the project. Also include up to two photos that illustrate the conservation values of the project.

6. Signatures

I/we have read and understand the LWWP Program Guide.

I/we understand that approval of the Pre-Application is no guarantee of funding, and that public resources will be used in the evaluation process.

Applicant (if not the landowner)	Date
N/A	
Landowner(s) or authorized Representative	Date

Fritz Haemmerle, Mayor
City of Hailey

Authorized Representative of managing agency (if project is on public land) Date

Mariel Miller, Public Works Director
City of Hailey

9/2/16

Lions Park Snow Storage Relocation and Restoration



The Big Wood River and Bow Bridge at Lions Park

Property Description

The 9.8 acre Lions Park was acquired by the City in 1950. For many years, the site was used as a landfill but has been retired and covered with fill. Presently, Lions Park is used for diverse purposes. The Lions Club built a ballfield, used in the summer for softball and baseball games. In winter, Lions Park is used as the trailhead for Nordic skiing, managed by Blaine County Recreation District. The City of Hailey uses the parking area for storage of rocks, fill and other natural public works materials. A well has been drilled on site to provide irrigation water to Hop Porter and Lions Parks. An ongoing partnership was created with the Wood River Land Trust (WRLT) in 2007 with the additional conservation of about 2.5 acres contiguous to Draper Preserve, along the Big Wood River directly south of Lions Park. The WRLT also restored a functioning wetland at Croy Creek, east of Lions Park. This wetland is adjacent to the current snow storage site, which could be restored and connected to the existing wetlands. This important natural area protects over ½ mile of the Big Wood River, and forms the heart of the Hailey Big Wood River greenway corridor.

Hailey currently uses approximately 1.5 acres at Lions Park to store the majority of its municipal snow. The site is within 130 feet of the Big Wood and the wetland. Spring snowmelt creates a diffused runoff in the area, considered a non-point discharge per EPA definitions. Although there is no direct channel that flows from the storage area to the wetland or river, studies conducted in locations throughout the nation cite that contaminants like suspended solids, organic chemicals, phosphates, dissolved salts, metals, trash and oil are found at snow storage sites. The potential for pollution of nearby waterways can occur if snow storage siting is in close proximity and pollution mitigation is inadequate.



Conservation Purpose and Lasting Outcome

The goal of this project is to restore the land to reflect a high degree of stewardship within and adjacent to the site. The project includes:

- A. Develop an environmentally responsible Master Plan for Lions Park that includes restoration activities to benefit the water quality of adjacent wetlands, Croy Creek and the Big Wood, and to improve wildlife habitat. Conservation easements would be established on all or a significant portion of this restored area.
- B. Acquire property and relocate the municipal snow storage site to a more suitable location.
- C. Transfer of Development Rights from Lions Park as recommended in the master planning process or a Conservation Easement.

This project meets the following LWWP purposes: conservation of natural areas and important open spaces; protection and enhancement of water quality, rivers and streams, riparian corridors, flood plains, wetlands; protection and preservation of wildlife habitat, and transit and migration corridors; preservation and enhancement of existing trail corridors, increasing public access to water bodies in the Big and Little Wood River watersheds; potentially transferring development rights from sending areas to receiving area; and increasing public/private partnerships.

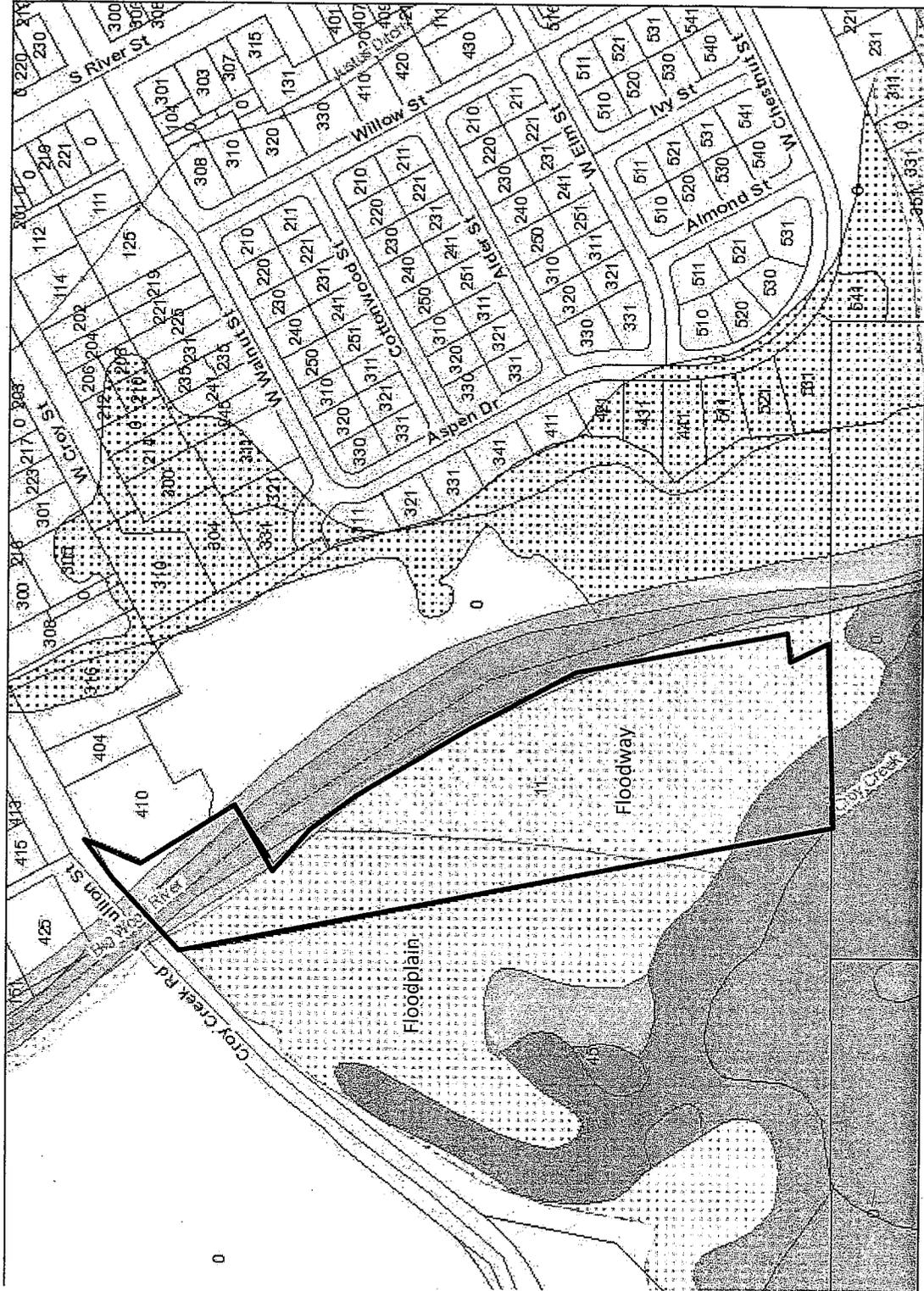
Project Budget

The \$300,000 requested would be for a combination of acquisition costs for the land to relocate the snow storage and the restoration work. The City would provide the master planning of Lion's Park. The planning effort would be considerable. It would include working with the County, Hailey citizens, different recreation and conservation groups, identifying restoration and conservation easement area(s), enhancing current features and re-designing and re-programming other park spaces that are under-utilized. At this time, the City is not able to develop a cost estimate or more detailed budget without this planning effort.

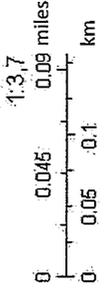
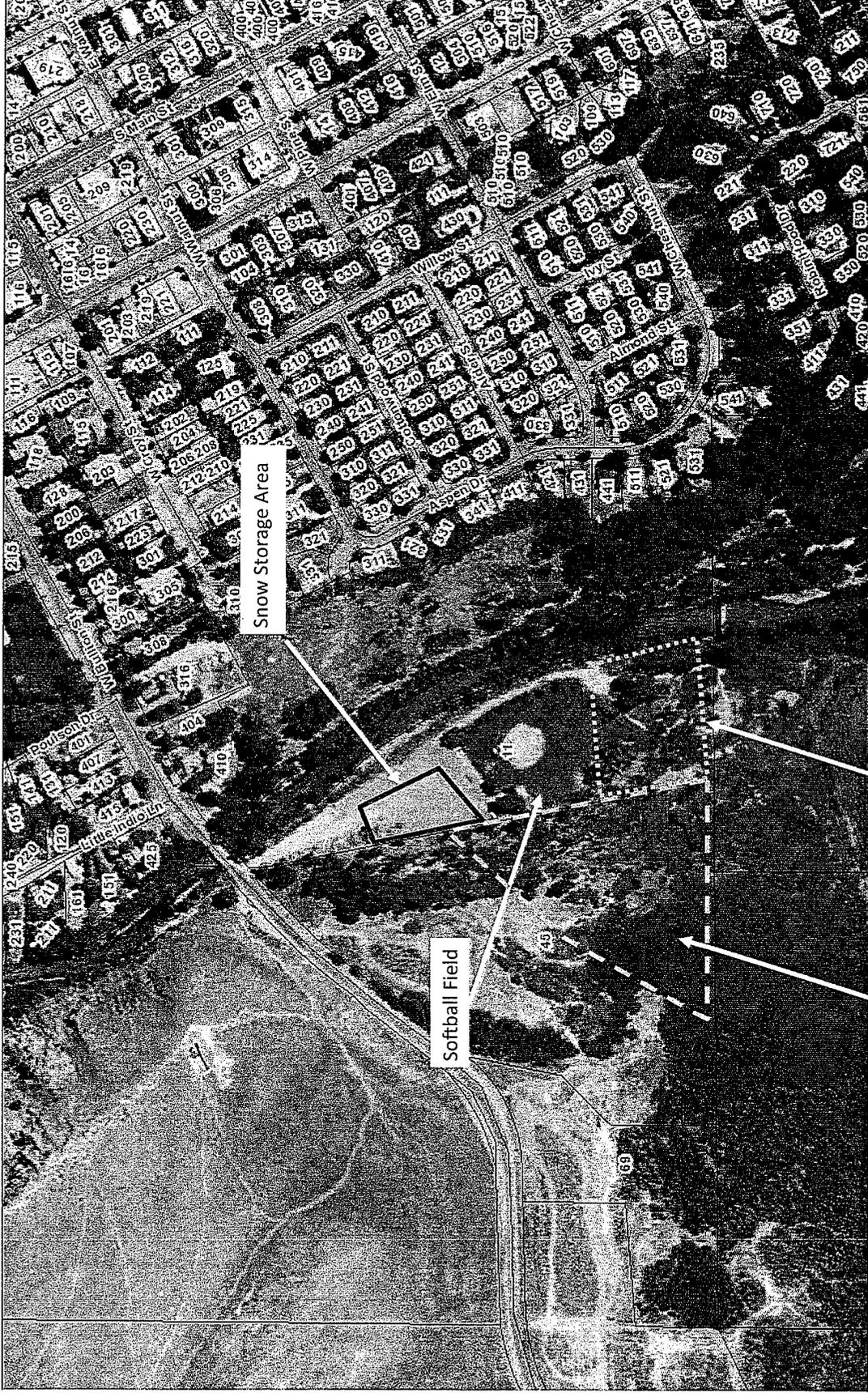


Property adjacent to Lions Park, where restoration efforts and conservation easements could connect to.

LIONS PARK PROPERTY



Current Site Conditions



Existing conservation easement on Bauer property

Area providing connection to Draper Preserve, Operated and managed by Wood River Land Trust with an existing MOU

Return to Agenda

**CITY OF HAILEY
RESOLUTION NO. 2016-114**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE SUBGRANT AGREEMENT WITH IDAHO DEPARTMENT OF
HEALTH AND WELFARE FOR EMS EQUIPMENT.**

WHEREAS, the City of Hailey has been notified that we will be awarded \$12,489.86 from Idaho Idaho Department of Health and Welfare for EMS equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves this agreement and ratifies Mayor Haemmerle's signature.

Passed this 8th day of September, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



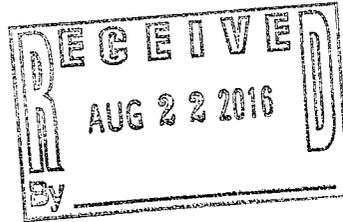
IDAHO DEPARTMENT OF
HEALTH & WELFARE

C.L. "BUTCH" OTTER – Governor
RICHARD M. ARMSTRONG – Director

PAUL J. SPANNKNEBEL – Division Administrator
DIVISION OF OPERATIONAL SERVICES
Human Resources • Facilities • Contract Management
450 West State Street, 10th Floor
P.O. Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-5912
FAX 208-639-5715

August 19, 2016

Craig Aberbach
Hailey Fire Department
P.O. Box 1192
Hailey, ID 83333



Re: Subgrant No. HC916600

Dear Mr. Aberbach:

The Bureau of EMS and Preparedness is pleased to enclose a subgrant covering the award to your agency from the FY17 EMS Account III Dedicated Grant Program. If your agency received both a vehicle and an equipment award, there will be two separate subgrants.

It is understood that this subgrant is not effective until it has been signed by **both** parties. The subgrantee shall not make any purchases until the subgrant has become effective. The Department will not pay for purchases made prior to the effective date of the subgrant. Please note the subgrant is anticipated to be effective September 1, 2016, and expires on June 1, 2017.

Review the subgrant and if it meets your approval, please sign and date both originals and return to me no later than August 26, 2016. Return both signed and dated subgrants to:

Valarie Carlson
Contracting and Procurement Services, 9th floor
Idaho Dept. of Health and Welfare
P.O. Box 83720
Boise, Idaho 83720-0036

Any handwritten changes made to the enclosed subgrant will not be accepted.

After the Department signs the subgrant, one signed original will be returned to you. Your award check(s) will be disbursed by the end of September 2016.

Other than returning the signed subgrant to the above address, all other correspondence or questions regarding your FY2017 EMS Account III dedicated grant award should be directed to the Bureau of EMS and Preparedness, 2224 Old Penitentiary Road, Boise, ID 83712-8249 or call 208-334-4000 or 1-877-554-3367, or email EMSGrants@dhw.idaho.gov.

Sincerely,

Valarie Carlson
Grants/Contracts Management Supervisor

*2 originals included
8/22/16*

STATE OF IDAHO
Department of Health and Welfare
Subgrant

SUBGRANT NUMBER: HC916600
SUBGRANTEE: HAILEY FIRE DEPARTMENT
SUBGRANTEE'S FEDERAL I.D. NUMBER: 82600020106
CFDA NUMBER AND TITLE: Dedicated Fund III Grant
DUNS NUMBER: N/A

This Subgrant is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HAILEY FIRE DEPARTMENT**, hereinafter referred to as the **SUBGRANTEE**. This Subgrant is anticipated to be effective as of **09/01/2016** and expire on **06/01/2017**.

WITNESSETH: The **DEPARTMENT** enters into this Subgrant pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The **SUBGRANTEE** agrees to undertake performance of this Subgrant under the terms and conditions set forth herein.

The **SUBGRANTEE** agrees to provide, and the **DEPARTMENT** agrees to accept the services detailed in the Scope of Work and generally described as follows:

Account III dedicated subgrant award from the Idaho EMS Bureau and the FY 2017 EMSAC to assist with the purchase of EMS EQUIPMENT.

The following Attachments are hereby incorporated by reference and made a part of this Agreement:

Standard Subgrant
Scope of Work
Performance Metrics
Cost/Billing Procedure
Memorandum of Subgrant Terms, Conditions, and Security Agreement for Capital Equipment

TOTAL GRANT AMOUNT: \$12,489.86

SUB OBJECT: 769900-OTHER NON-FEDERAL PAYMENTS TO
PROGRAM COST ACCOUNT (PCA): 13317 - VEHICLES & EQUIPMENT-GRANTS III

SUBGRANT MONITOR: Kara Wilson

SUBGRANT MANAGER: Wayne Denny

Standard Subgrant

1. TERMS. Alteration of the terms of this agreement may be made by a joint memorandum directing the change and signed by both the Department and the Subgrantee.
2. PERFORMANCE. The failure of the Department to require strict performance of any term or condition of this agreement, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the Department.
3. FISCAL RECORDS. The Subgrantee agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subgrant. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Subgrantee's principal place of business or upon premises designated by the Department.
4. RECORDS. The Subgrantee shall maintain all records and documents relevant to this subgrant for three (3) years from the date of final payment. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. MONITORING. The Subgrantee shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subgrantee's provision of services funded by this subgrant.
6. INDEMNIFICATION BY THE SUBGRANTEE. The Subgrantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subgrantee caused by or arising out of the Subgrantee's performance, act, or omission of any term of this subgrant. Nothing in this provision shall extend the Subgrantee's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.
7. INDEPENDENT CONTRACTOR STATUS. As an independent contractor, Subgrantee is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subgrantee's failure to provide or pay such items.

8. CONFIDENTIALITY. It is expressly acknowledged and agreed that the Subgrantee shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The Department will furnish the Subgrantee with applicable statutes, rules and regulations upon receipt of written request for them. Further, the Subgrantee acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from Subgrantee may be open to public inspection and copying unless exempt.
9. NONDISCRIMINATION. The Subgrantee hereby agrees to provide all services funded through or affected by this subgrant without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
10. HIPAA. The Subgrantee acknowledges that it may have an obligation, independent of this subgrant, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, Subgrantee shall comply with all amendments to the law and federal regulations made during the term of the Subgrant.
11. LOBBYING.
 - a. Influence The Subgrantee certifies that none of the funds provided by this subgrant have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, subgrant, loan or cooperative agreement.
 - b. Standard Form LLL If any funds, other than funds provided by this subgrant, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this subgrant, the Subgrantee shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.
 - c. False Statement The Subgrantee understands that a false statement of this certification may be grounds for rejection or termination of the subgrant, and that their signature upon this 'Standard Subgrant' is a material representation of fact upon which reliance was placed when this subgrant was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
12. SINGLE AUDIT ACT. The Subgrantee acknowledges that it may have an obligation, independent of this subgrant, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the subgrant may be used to pay for compliance with this act in proportion to other funding sources available to the Subgrantee for the services provided pursuant to the subgrant.
13. TERMINATION FOR CONVENIENCE. The Department or the Subgrantee may cancel this subgrant at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored.

14. APPROPRIATION BY LEGISLATURE REQUIRED. The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or rescinds or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Subgrantee. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

IN WITNESS WHEREOF, the parties have executed this agreement.

SUBGRANTEE:

HAILEY FIRE DEPARTMENT

Name of Subgrantee

Fritz X. Haemmerle
Name of Signature Authority (printed)

Mayor
Title

[Signature]
Signature

8/25/16
Date

Mailing Address: CITY OF HAILEY

115 Main St. South

Hailey, ID 83333

208-788-4221
Telephone No.

Subgrant Number: HC916600



STATE OF IDAHO:

Department of Health and Welfare

Name of Organization

Elke Shaw-Tulloch, Division of Public Health
Name of Signature Authority (printed)

Division Administrator
Title

[Signature]
Signature

[Blank]
Date

Mailing Address:

P.O. Box 83720

Boise, ID 83720-0036

Telephone No.

Scope of Work

I. General Requirements

- A. The Subgrantee shall comply with the rules, regulations and policies as outlined by the Department of Health and Welfare.
- B. The Subgrantee shall ensure that procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Use and Disclosure of Department Records.
- C. A five (5) year security interest agreement is attached.

II. Award

- A. Account III dedicated grant award from the Department of Health and Welfare, Bureau of Emergency Medical Services and Preparedness (hereinafter referred to as Department) and the FY17 Emergency Medical Services Advisory Committee (EMSAC) to assist with the purchase of specified Emergency Medical Services (EMS) equipment.

III. Close Out Process

- A. The Subgrantee shall comply with instructions from the Department to provide documentation that shows proof of purchase, proof of payment, and the return of all unused grant funds within thirty (30) days of the invoice date or by June 1, 2017, whichever occurs first.

IV. Security Interest Requirements

- A. The Department will maintain a five (5) year security interest in the awarded equipment beginning within thirty (30) days of the invoice date or June 1, 2017 whichever occurs first. The equipment is subject to inspection by the Department. The Subgrantee shall maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. In the alternative, the Subgrantee shall have sufficient resources of indemnification or resources to finance the replacement of loss or repair damage to the awarded equipment.
- B. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.

V. Documentation of Training Requirement

- A. The Subgrantee shall provide proof of operational level training for the specific rescue-extrication equipment for applicable EMS providers within sixty (60) days of the receipt of the applicable equipment.

Performance Metrics

Equipment Invoice.

The Subgrantee shall provide a copy of the Bill of Sale/Invoice(s) and proof of payment for each awarded item. Proof to be received by the Department within thirty (30) days of invoice date or no later than June 1, 2017, whichever occurs first.

Required Level of Expectation:

100%

Method of Monitoring:

Review and approval of Bill of Sale/Invoice(s) and proof of payment.

Strategy for Correcting Non-Compliance:

The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.

Funds.

The Subgrantee shall return all unused grant funds to the Department within thirty (30) days of invoice date or no later than June 1, 2017, whichever occurs first.

Required Level of Expectation:

100%

Method of Monitoring:

Review of receipt for items purchased.

Strategy for Correcting Non-Compliance:

The Department will work with the Subgrantee to implement a corrective action plan for this requirement to be met. The Subgrantee shall have five (5) business days to identify the issue(s) and shall identify in the corrective action plan how the issue(s) will be resolved.

Cost/Billing Procedure

Documentation of Purchase:

The Subgrantee agrees to provide the Department a copy of the Bill of Sale/Invoice(s) and proof of payment for the equipment purchased within contract eligibility dates within thirty (30) days of receipt of equipment or no later than June 1, 2017, whichever occurs first.

Deadline for Return of Funds:

The Subgrantee agrees that all unused grant funds shall be returned to the Department by the Subgrantee in the form of a check payable to the State of Idaho Bureau of Emergency Medical Services and Preparedness within thirty (30) days of receipt of equipment or no later than June 1, 2017, whichever occurs first. All expense and refund calculations are tabulated on a per item basis and not on the total ward amount.

Remit to Address:

Bureau of EMS and Preparedness
2224 Old Penitentiary Road
Boise, ID 83712-8249

**MEMORANDUM OF SUBGRANT TERMS, CONDITIONS,
AND SECURITY AGREEMENT FOR CAPITAL EQUIPMENT**
(hereinafter memorandum)

- I. **SUBGRANT PROVIDER:** State of Idaho, Department of Health and Welfare, Division of Public Health, Bureau of Emergency Medical Services and Preparedness (hereinafter Department).
- II. **SUBGRANT RECIPIENT:** Hailey Fire Department, a governmental subdivision of the State of Idaho, a non-profit organization established pursuant to the laws of the State of Idaho, or an organization authorized to provide emergency medical services by their respective county commissioners (hereinafter Subgrantee).
- III. **EFFECTIVE DATES:**
 - A. Date of subgrant: 09/01/2016
 - B. Date of termination: 06/01/2017
- IV. **MAXIMUM AMOUNT OF SUBGRANT:** \$12,489.86
- V. **OBJECT OF SUBGRANT:** Purchase of emergency medical services equipment:

<u>Item</u>	<u>Description</u>	<u>Award Amount</u>
Priority 1 Item	Portable Radios (6)	\$9,092.00
Priority 2 Item	Oxygen Administration Set (cylinder & regulator)	\$247.50
Priority 3 Item	Ferno Traction Splint (1)	\$356.40
Priority 4 Item	Ferno Pro Trauma/Airway Kit (1)	\$261.12
Priority 5 Item	Ferno Model 125 KED (1)	\$123.84
Priority 6 Item	Iron Duck Folding Backboard (1)	\$383.00
Priority 7 Item	3A 40B Fire Extinguisher (1)	\$46.00
Priority 8 Item	Streamlight Fire Vulcan LED Light Box (1)	\$165.00
Priority 9 Item	AED (1)	\$1,695.00
Priority 10 Item	Pulse Oximeter (1)	\$120.00

- VI. **TERMS AND CONDITIONS:**
 - A. The Subgrantee agrees to take possession of the above listed equipment and to use the equipment for the provision of emergency medical care and for this purpose only.
 - B. The Department and the Subgrantee agree that the local agency may sublease or otherwise delegate the use of the equipment to a responsible local operator, but that such a sublease or delegation shall not limit in any way the responsibilities of the local agency or the rights of the Department.
 - C. The Subgrantee agrees that the equipment will be based in the primary geographic response area.
 - D. The Subgrantee agrees that at all times the equipment and the entity using the equipment will meet all of the Idaho Emergency Medical Services standards and comply with all rules of the Department and laws of the State of Idaho.
 - E. The Subgrantee agrees to properly service and maintain the equipment and to keep the equipment in a state of good repair at all times.
 - F. The Subgrantee agrees not to allow any lien or security interest, other than this present memorandum, to be placed on the equipment and the Subgrantee agrees not to assign or

attempt to assign any interest in the equipment without the prior written approval of the Department.

- G. The Subgrantee agrees to maintain comprehensive damage insurance on the awarded equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of the security agreement. The Subgrantee shall name the Department as an additional insured. The Subgrantee shall provide a copy of the endorsement to the policy from the insurer to the Department. In the alternative, the Subgrantee shall document sufficient resources of indemnification, or resources to finance the replacement of loss or repair damage to the awarded equipment.
- H. The Subgrantee shall repair or replace the equipment within thirty (30) days if it is damaged, stolen, destroyed, or attached, and if new equipment is leased or purchased it shall be substituted for the equipment described in paragraph V of this memorandum.
- I. The Subgrantee agrees to allow the Department to inspect the equipment at any reasonable time and place.

VII. SECURITY AGREEMENT:

- A. The Department and the Subgrantee intend that this memorandum shall create an enforceable security interest in the equipment for a period of five (5) years beginning within thirty (30) days of the invoice date or June 1, 2017, whichever comes first.
- B. This security agreement shall be an encumbrance on the equipment which secures performance of the Subgrantee's obligations and agreements as expressed in this memorandum.
- C. Pursuant to this security agreement the Subgrantee must comply with all terms and conditions expressed herein. The Subgrantee may not sell the equipment without the prior written consent of the Department and the release of this security interest. If the Subgrantee defaults upon any of the obligations expressed in this memorandum, the Department may commence action to repossess the equipment to satisfy the Department's claim for the full amount of the grant.
- D. In the event that the Subgrantee ceases to be licensed as an EMS agency during the five (5) year security interest period, the awarded equipment shall be returned to the Department in working order or functioning according to the equipment's purpose.
- E. The Department and the Subgrantee intend to incorporate by reference and to be bound by the provisions of Article 9 of the Uniform Commercial Code, as enacted in Idaho Code Title 28, chapter 9, notwithstanding the possible exclusion of the transaction pursuant to Idaho Code 28-9-104.
- F. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code 28-9-107.
- G. If for any reason the provisions of Idaho Code Title 28, chapter 9 are determined not to apply to this security interest, the intent of the parties is that ownership of the equipment shall remain with the Department.
- H. The Department agrees to release this security interest if the terms of this agreement are substantially complied with for a period of five (5) years.

VIII. GENERAL PROVISIONS:

- A. The Subgrantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subgrantee caused by or arising out of the Subgrantee's performance, act,, or omission of any term of this subgrant. Nothing in this provision shall extend the Subgrantee's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.
- B. Alteration of the terms of this memorandum may be made by a joint memorandum directing the change and signed by both the Department and the Subgrantee.
- C. The failure of the Department to require strict performance of any term or condition of this memorandum shall not be deemed to be a waiver of any subsequent breach or default of any term or condition.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/08/16

DEPARTMENT: Public Works

DH SIGNATURE: MM

SUBJECT: Resolution 2016-115, ratifying the Mayor's signature on a service contract for a temporary employee with Valley Temp Services, Inc.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Each summer we hire a full-time, seasonal employee to clean the seven bathroom at each park 5 days a week and empty city garbage cans around town and at each of the city's 12 parks.

We have had the same employee do this work for two seasons now and we were notified last week that an urgent matter required this employee to resign that very day. Due to the high volume of park use and potential impact to park reservations and other scheduled park projects if this person was not replaced immediately, we were desperate to find a full-time, temporary replacement. An employee was provided to the city for the next six weeks, when parks will begin to close down for the winter.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

____ City Attorney	____ Clerk / Finance Director	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	____ Police	_____
____ Streets	____ Public Works, Parks	____ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2016-115, ratifying the Mayor's signature and authorizing an agreement with Valley Temp Services, Inc.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies
Instrument # _____

**CITY OF HAILEY
RESOLUTION NO. 2016-115**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH VALLEY TEMP SERVICES, INC. TO
PROVIDE A FULL-TIME, TEMPORARY EMPLOYEE IN THE PARKS DIVISION.**

WHEREAS, the City of Hailey does not have enough staff to cover the job duties performed by a park division employee who recently and suddenly resigned and desires to maintain the current level of service in the parks and around the city.

WHEREAS, the City of Hailey and Valley Temp Services, Inc. have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City of Hailey and Valley Temp Services, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 8th day of September, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

**VALLEY TEMP SERVICES, INC.
SERVICE SUBCONTRACT**

THIS AGREEMENT, made and entered into this 29th of August, 16 by and between City of Hailey having an address of 115 Main St. S. Ste H Hailey ID 83333 hereinafter called "CONTRACTOR", and the VALLEY TEMP SERVICE, INC., an Idaho Chapter S. Corporation, hereinafter called "VTS".

WHEREAS, VTS is engaged in the temporary employment business, maintaining general liability insurance coverage of up to Two Million Dollars, Worker's Compensation coverage, and employs individuals to provide employment services to various businesses, individuals and contractors,

WHEREAS, CONTRACTOR may from time to time require the employment services of VTS at various locations; and

WHEREAS, VTS and CONTRACTOR desire to set forth the terms and conditions under which future services will be provided;

NOW THEREFORE, for and in consideration of the terms, the parties agree as follows:

Services. During the term of this Basic Agreement, and subject to the terms and conditions set forth herein, VTS shall provide employees and employment services as requested by CONTRACTOR.

Work Order. All requests for services shall be by a Work Order from CONTRACTOR in the form shown as Attachment A hereto. Each "Work Order" shall specify the following:

- (a) Location of the property / project where VTS employees will perform services;
- (b) Identity of the Owner of the Property, and the Primary Contractor of the project, if any, under which work is being performed;
- (c) Scope of services to be performed;
- (d) Schedule of commencement and completion;

1. **Authorized Representatives.** The parties hereby designate the following named individuals as their respective Authorized Representatives:

VTS Representatives
Craig Webb
President, VTS Inc.
(208) 726-9045

CONTRACTOR's Representatives

Tim Green
Marci Miller

2. **Incorporated in Work Order.** This Basic Agreement shall govern each particular Work Order mutually agreed upon, unless, before the Work Order is signed, either party by written notice given to the other expressly excludes a particular Work Order from this Basic Agreement.

3. **Survival of Terms.** The terms and conditions of this Basic Agreement as applied to a particular Work Order shall survive termination or expiration of the Basic Agreement and shall continue to govern until completion of any Work Orders signed by the parties prior to such termination or expiration.

4. **Satisfaction of Services.** Should work performed by any VTS employee be deemed unsatisfactory by CONTRACTOR, CONTRACTOR shall dismiss the employee from the work site and notify VTS within FOUR (4) hours of the VTS employee's "start work" time. CONTRACTOR shall thereafter not be charged for that VTS employee's services.

5. **Schedule of Charges.** Rates for VTS employees shall vary according to the skills and expertise needed by CONTRACTOR, therefore, rates shall be established and CONTRACTOR shall pay VTS in accordance with the written Schedule of Charges as specified on each Work Order.

Services Rendered: GENERAL LABOR	Hourly Bill Rate: \$17. ⁰⁰ PER HOUR
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6. **Overtime.** VTS shall charge, and CONTRACTOR shall be responsible for the payment of 1½ times the stated (Work Order) rate for any VTS employee working in excess of 40 hours per week.

7. **Invoices.** VTS shall invoice CONTRACTOR weekly for work performed under the Work Orders. CONTRACTOR shall timely review such invoices and shall notify VTS within FIVE (5) days of any disputed amounts. All undisputed amounts shall be paid no later than 10 days after payment for the employment services provided by VTS, provided that in no event will payment be made later than 10 days after invoice date. Any and all past due invoices and amounts owed under "Work Order" shall accrue interest at the rate of EIGHTEEN PERCENT (18%) per annum, until fully satisfied.

8. **Separation Fee.** Both CONTRACTOR and VTS acknowledge and agree that VTS has incurred considerable costs to advertise, recruit, train, evaluate, reference check, retain and pay applicable governmental fees associated with its employees. Accordingly, and in consideration thereof, CONTRACTOR agrees that in the event CONTRACTOR decides or desires to permanently employ a VTS employee, CONTRACTOR shall notify VTS of the same, and pay to VTS the sum of \$500.00 as a separation fee. Both CONTRACTOR and VTS acknowledge and agree that the \$500.00 separation fee is a reasonable and fair fee for the purchase of the VTS employee's permanent services. The \$500.00 separation fee shall be paid to VTS prior to the VTS employee becoming a permanent employee of CONTRACTOR. Should a VTS employee work for CONTRACTOR for a total of 520 total billable hours, CONTRACTOR shall have the option to retain that VTS employee as its own permanent employee without payment of the separation fee set forth above. CONTRACTOR shall provide VTS with notice of its intent to utilize the 520 hour option prior to the VTS employee having accrued 500 hours of billable time with CONTRACTOR.

9. **Presumptive Separation Fee.** Both CONTRACTOR and VTS agree that if a VTS employee, [who has provided employment services to CONTRACTOR on behalf of VTS], terminates his/her employment with VTS, and within 21 days of that termination begins a subsequent employment relationship with CONTRACTOR, CONTRACTOR shall pay to VTS the separation fee as required in section 4.04 above. Should CONTRACTOR refuse to pay the separation fee owed to VTS, VTS shall be entitled to initiate proceedings against CONTRACTOR for the separation fee, including those damages, attorney's fees and costs which would arise from the separation fee owed, and CONTRACTOR's presumptive interference with VTS' contractual relations.

10. **Delays.** If VTS is obstructed, delayed or unable to provide CONTRACTOR with employees by reason of the abandonment of the work by the employees, inability to find suitable employees, a shortage of means of transportation or by reason of any cause beyond the reasonable control of VTS, CONTRACTOR shall have no claim for damages for any such cause or delay or damages arising out of VTS' inability to fulfill a Work Order.

11. **Labor.** VTS shall promptly pay all of its employees who perform services for CONTRACTOR. It is understood and agreed that VTS will assume full liability for the payment and/or collection of Social Security, Medicare, payroll and employment taxes or assessments arising from VTS' employment of temporary employees. VTS shall conform to all Federal and State enactments with reference to Employer's Liability, unemployment security and agrees to maintain such liability and compensation insurance at all times during the life of this contract as will protect CONTRACTOR from claims for Worker's Compensation.

12. **Indemnification.** CONTRACTOR covenants and agrees to defend, indemnify and hold harmless VTS, its employees and agents from and against each and every claim, demand, or cause of action and any liability, cost, expense, damage or loss in connection therewith which may be made or asserted by CONTRACTOR's employees, agents, subcontractors, or any third parties on account of personal injury or death, or property damage caused by, arising out of, or in any way incidental to, or in connection with the provision of employment services hereunder, except such as may result from concurrent and/or sole negligence of VTS.

13. **Dispute Resolution.** The parties agree that if a dispute arises between them relating to this Agreement, they will not file litigation, but will informally resolve the dispute between themselves or submit the dispute to binding arbitration. In the event the matter is not resolved within 30 days from the date the dispute arises, the parties agree the matter shall be submitted to arbitration. The arbitration shall be governed by the Rules of the American Arbitration Association and any applicable Idaho arbitration laws as now in effect, and absent agreement of the parties to the contrary, each party shall select an arbitrator and the two arbitrators shall name a third arbitrator. Any decision rendered thereunder shall be final and binding as if entered by a court having jurisdiction of said dispute. In the event of such arbitration, the Arbitrator(s) shall award to the prevailing party its reasonable attorney's fees and costs.

14. **Attorney's Fees.** In the event either party shall bring suit on account of breach of covenant, agreement, or conditions herein written, the breaching party agrees to pay the prevailing party reasonable attorney's fees, in addition to the amount of judgment and costs.

15. **Independent Contractor.** All employees and employment services provided pursuant to this Basic Agreement or any Work Order shall be performed by VTS as an independent contractor and under no circumstances will VTS or its employees be considered employees or agents of CONTRACTOR.

16. **Idaho Law.** This Basic Agreement and all Work Orders shall be governed by and interpreted in accordance with the laws of the State of Idaho and any lawsuit hereunder shall be brought in the State of Idaho.

CONTRACTOR
BY: 

TITLE: Maxon

VALLEY TEMP SERVICE, INC.
BY: 

TITLE: President

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**CITY OF HAILEY
RESOLUTION NO. 2016-116**

**A RESOLUTION OF THE CITY OF HAILEY AUTHORIZING THE ESTABLISHMENT
OF THE HEALTH REIMBURSEMENT ARRANGEMENT/VOLUNTARY EMPLOYEES'
BENEFICIARY ASSOCIATION ("HRA VEBA") PLANS**

WHEREAS, the Internal Revenue Code Section 501(c)(9) allows for the creation of a voluntary employees' beneficiary association which is a tax-exempt health and welfare trust; and

WHEREAS, IRS regulations and guidelines allow an employer to offer health reimbursement arrangement (HRA) plans; and

WHEREAS, such HRA plans are available to governmental employers in the Northwest; and

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and will administer two HRA VEBA plans (collectively the "Plans") as amended and restated: the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and which shall accept Employer contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan**, which shall accept contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires.

WHEREAS, City of Hailey ("Employer") has determined that it is in the best interest of the Employer and its employees to establish the Plans, which provide tax-free, defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and

WHEREAS, the Employer desires to establish the Plans for its employees; and

WHEREAS, the Employer desires to use the services of the Trust to administer such Plans; and

WHEREAS, the Plans will be administered in accordance with the Plan documents provided by the Trust on file in the Employer's main office.

NOW, THEREFORE, the Board of Directors hereby resolves as follows:

Section 1. Effective October 1, 2016, the Employer hereby elects to participate in the Plans and Trust as presently constituted or hereafter amended using the Trust as its plan administrator for the benefit of eligible employees as defined by Employer policies or collective bargaining agreements.

Section 2. The Plans will be funded with Employer contributions in amounts determined from time to time pursuant to Employer policies and collective bargaining agreements.

Section 3. The Mayor of the City of Hailey and/or his appointed Administrator is authorized to execute documents and establish procedures consistent with Plan and Trust provisions and applicable Employer policies and collective bargaining agreements necessary to effect the adoption and administration of the Plans.

ADOPTED this 8th day of September, 2016.

Fritz X. Haemmerle, Mayor, City of Hailey

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/08/2016 **DEPARTMENT:** Police/Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2016-117, authorizing a contract for services agreement with Rick Allington to provide prosecution of misdemeanors for FY 2016-17, for an annual amount of \$42,848.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2016. The Hailey Police Department is satisfied with Mr. Allington's services and would like to extend the misdemeanor prosecution contract under the same terms as the present contract. The contract amount of \$42,848 was appropriated in the FY 2016-17 Budget.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

The contract amount of \$42,848 was appropriated in the FY 2016-17 Budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2016-117, authorizing a contract for services agreement with Rick Allington to provide prosecution of misdemeanors for FY 2016-17, for an annual amount of \$42,848.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2016-117**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF
CITY MISDEMEANORS WITH FREDRICK ALLINGTON FOR \$42,848.**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 8th day of September, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this ____ day of _____, 2016, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
 - (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
 - (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
 - (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
 - (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
 - (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
 - (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
 - (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
 - (10) Keep informed of new developments in criminal law and criminal procedure.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2016 through the 30th day of September, 2017.

3. **COMPENSATION**
 - A. Compensation per year of FORTY TWO THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$42,848.00) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2016 through September 30, 2017.
 - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2016.
 - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

AGREEMENT FOR PROSECUTION

Page 4

B. The City may terminate this Agreement immediately upon Attorney's:

- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
- (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.

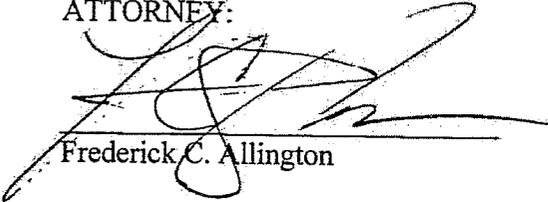
C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:


Frederick C. Allington

CITY OF HAILEY, IDAHO

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

AGREEMENT FOR PROSECUTION
Page 6

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/08/2016 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** _____

SUBJECT:
Alcohol Beverage License

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on August 31.

Approve the following alcohol beverage license renewal, pending approval by the Hailey Police Department, and pending receipt of State and County Licenses:

Hailey Ice, Inc.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve alcohol renewals pending receipt of paperwork and HPD approval.

ADMINISTRATIVE COMMENTS/APPROVAL:

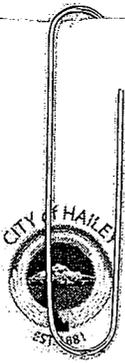
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies
Instrument # _____



RECEIVED
SEP 01 2016
CITY OF HAILEY

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	

APPLICATION IS:

New License
 Renewal

TOTAL DUE: 400

Applicant Name: Ron Fairfax - Hailey Ice Inc.
 Business Name: Hailey Ice
 Business Physical Address: 771 Main St. S.
 Business Mailing Address: PO Box 4616
 Business Phone Number: 928-4905 / 720-3086 ED.

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Ron Fairfax
Applicant Signature

08-16-2016
Date

Subscribed and sworn to before me this
01 day of September, 2016

[Signature]
City Clerk or Designee

<i>Official Use Only</i>	
State License No.	<u>20551</u>
County License No.	_____
City License No.	_____
Date Approved by Council	_____
_____	_____
Chief of Police	

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09-08-2016 **DEPARTMENT:** Com. Development **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Request for approval to hold a special event, the event being Wood River High School Homecoming Parade, to be held on Main Street, from Spruce Street to Pine Street (Friday, September 30, 2016, from 3:30 p.m. to 4:30 p.m.).

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input checked="" type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input checked="" type="checkbox"/> Police	_____
<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input checked="" type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being Wood River High School Homecoming Parade, to be held on Main Street, from Spruce Street to Pine Street (Friday, September 30, 2016, from 3:30 p.m. to 4:30 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

DECISION

Based on the Application for a Special Event Permit for Wood River High School Homecoming Parade, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. Provide a certificate of liability for insurance coverage in the amount of \$1,000,000 naming the City of Hailey as additionally insured.

DATED this 8th day of September 2016.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Wood River High School to be held on Main Street, from Spruce Street to Pine Street, (Friday, September 30, 2016, from 3:30 p.m. to 4:30 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 8th day of September 2016.

APPLICANT:

By: _____

(Please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: WOOD RIVER HIGH School Homecoming PARADE

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

ON MAIN STREET FROM SPURCS TO PINE

I. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Date(s) of Event	Hours		Estimated # of Attendees
<u>Sept 30th</u>	Start Time: <u>3:30</u>	End Time: <u>4:30</u>	All Day:
	Start Time:	End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours		Estimated # Staff
	Start Time:	End Time:	
	Start Time:	End Time:	

II. FEES

Special Event Permit Application Fee \$125 \$125⁰⁰

Per Day Park Rental Fee \$300 _____

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6% _____

TOTAL DUE 125⁰⁰

III. ORGANIZATION INFORMATION

Sponsoring Organization: WRHS STUDENT COUNCIL

Applicant's Name: CHRIS KOCH Title: TRAINER

Address: 1250 FOX ACRES ROAD City: HAILEY State: ID Zip: _____

Telephone Home: _____ Mobile: 720-6608 FAX: _____

Applicant Driver's License #: FA10484812 Email: CKOCH@BCANESCHOOLS.ORG

IV. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating _____

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event: Homecoming PARADE

V. INSURANCE REQUIREMENTS

A COMPREHENSIVE GENERAL LIABILITY insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: HUB INTERNATIONAL Agent Name: _____ Phone: 947-1401

Updated: 6/9/2016 (Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES PLANNED

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closures & Access / Parade (if yes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served: (Free of Charge) Provider -
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Street Closure for Special Event Application and detailed map listing areas of closure is required. <i>An ITD permit and separate City form is required for Main Street closures.</i> Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barricades If yes, please include a logistics map and # of barricades applicant is providing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Food/Beverages (Caterers) Please List:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged \$40/hr per officer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Booths: Profit / Non-Profit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity / Generators: Size: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vendors (Items sold/ Solicitation) Please list:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Medical Services (Circle) EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size & type. Applicant will be charged \$35/hr for EMS Standby.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound - (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signs or Banners *A separate application and fee are required for street banners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Overnight Camping Please see City for designated areas.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting: please attach plan if applicable.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water: Drinking / Washing
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Open flame or flame producing devices
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages: (Number and Size(s))

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: _____

Date: 8/15/16

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/08/16 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 15, 2016 and to suspend reading of them.

AUTHORITY: ID Code 74-205 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD AUGUST 15, 2016
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Fritz Haemmerle. Present were Council members Colleen Teevin, Don Keirn, , and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

Pat Cooley not at meeting tonight.

5:29:49 PM Call to order by Mayor Haemmerle

Open Session for Public Comments:

5:30:13 PM Sally Brown Hailey resident reads a statement regarding the Woodside Blvd. grass and right of way. Brown wants the council to reconsider the drought tolerant grasses which should not be mowed. Brown does not believe this grass is drought tolerant and is invasively growing into her lawn. Sweetwater is replacing their grass with sod, maybe the City does not know this information.

CONSENT AGENDA:

CA 273	Motion to authorize renewal of Hailey's major medical health insurance through Blue Shield's Gold/Silver/Bronze Direct Small Group Plan.....	1
CA 274	Motion to approve Resolution 2016-103, authorizing Letter of Engagement to Dennis R. Brown, CPA, for FY16 auditing services	6
CA 275	Motion to approve Resolution 2016-104, authorizing an Agreement with Hailey Ice to store Hailey Ice's trailer at the wastewater treatment plant	14
CA 276	Motion to approve Resolution 2016-105 to approve the purchase agreement with Goode Motors for a Ford truck for the Water Division	19
CA 277	Motion to approve pay request #13 to CNI for work completed on the biosolids project in the amount of \$478,639.88	23
CA 278	Motion to approve pay request #1 to Conrad Brothers Construction for Cobblestone Lane for the amount of \$159,434.36	30
CA 279	Motion to ratify Resolutions 2016-106 for Change Order #1 for Cobblestone Lane for the amount of \$4,585.23 and 2016-107 for Change Order #2 in the amount of \$6452.74 and approval of Resolution 2016- 108 for Change Order #3 and authorize the Mayor to sign for a deduct in the contract price of \$3,059.22.	37
CA 280	Motion to approve Alcohol License Renewals for Hailey businesses	49
CA 281	Motion to approve a Special Event and Resolution 2016-109 authorizing execution of the Hailey Arena Rental Agreement for Goodbye to Summer Rodeo and Dance on August 21, 2016.....	70
CA 282	Motion to ratify approval of a Special Event, Sawtooth Agency 2 nd Annual Multicultural Family Fun Day, to be held at Roberta McKercher Park on August 13 th from 11am to 4pm	81
CA 283	Motion to approve Special Event, Juido's Night, to be held on July 29, 2016 and September 16, 2016 at the Campion Ice House from 9:00p.m. to 2:00a.m.....	87

HAILEY CITY COUNCIL MINUTES
August 15, 2016

<u>CA 284</u>	Motion to approve Resolution 2016-110, identifying the city's wastewater jet truck and records as surplus property.....	94
<u>CA 285</u>	Motion to approve minutes of July 18, 2016 and to suspend reading of them	98
<u>CA 286</u>	Motion to ratify claims for expenses due by contract in August, 2016	108
<u>CA 287</u>	Motion to approve claims for expenses incurred during the month of August, 2016, and claims for expenses due by contract in September, 2016	130
<u>CA 288</u>	Motion to approve Treasurer's reports for July 2016	155

Miller pulls CA item 276 5:35:56 PM Horowitz pulls CA 280, Becky Stokes pulls CA 273

5:36:30 PM Burke moved to approve all consent agenda items minus CA 273, CA 276 and CA 280, seconded by Keirn, motion passed unanimously.

5:36:52 PM CA 273 – Regence Insurance rates may change slightly if more dependents sign up for coverage, as Becky Stokes announced. 5:37:43 PM Candace Ireland in audience announced that the rates are firm and won't change. Stokes handed out the agreements to Mayor and Council just before tonight's meeting. Dawson announced that the agreements would be adopted with Resolution 2016-113.

5:39:15 PM Motion to approve Resolution 2016-113 with the Regence Blue Shield agreements made by Keirn, seconded by Burke, motion passed with roll call vote. Burke, yes. Keirn, yes. Teevin, yes.

5:40:03 PM CA 276 Miller explained this item, has the number associated with this item, and wants to amend Resolution by adding the purchase price of \$27,715.16. Miller handed out the Proposal to Mayor and Council at meeting tonight which has the details of the vehicle purchase, budgeted item for the Water department.

5:41:04 PM Motion to approve Resolution 2016-105 with purchase price added, authorizing Proposal to be signed by Mayor, seconded by Keirn, Miller explained the piggy back quote process for purchases already approved through the state, motion approved with roll call vote, Teevin, yes. Keirn, yes. Burke, yes.

5:43:00 PM CA 280 Horowitz added two restaurants which turned in their paperwork after the packet was made, they are: A Taste of Thai & Hailey Hotel.

5:43:49 PM Keirn moves to approve alcohol license renewals for Hailey Restaurants, seconded by Burke, motion passed unanimously.

PUBLIC HEARINGS:

<i>PH 289</i>	<i>Public hearing and consideration of FY 2017 budget appropriation which includes:</i>	<i>166</i>
	<i>1. Development Impact Fee Advisory Commission's recommendation on Hailey's Capital Budget and Capital Improvement Plan 2016 Update, with council consideration of Capital Improvement Plan 2016 Update.....</i>	<i>168</i>

HAILEY CITY COUNCIL MINUTES
August 15, 2016

2 Authorization to approve and sign L-2 Form, certifying property tax levy to Blaine County Board of County Commissioners with a general property tax levy of \$2,358,605 and a special levy of \$400,000 176

3. Consideration of Annual Appropriation Ordinance No. 1203 appropriating \$12,017,542 to defray the expenses of the City of Hailey for Fiscal Year 2017,..... 179

5:44:53 PM Dawson gave an overview of this item. DIF advisory committee has met and suggested there items, included in this packet, CIP.

Mayor asks council to make 3 different motions for the budget items.

Public hearing comments:

5:46:43 PM Henno Heitur, Hailey resident, spoke to council, thanks for the hard work, that you do, and thanks for improving infrastructure in this town. Heitur believes staff salary increases are important, he has only held 2 jobs because he is paid well, let's keep our staff for a long time.

5:48:11 PM Mayor Haemmerle concurs with Heitur and thanks him for his comments.

John Jonas speaks to council and 5:49:10 PM thanks the City for the recent work done on the alleys between 1st and 2nd streets, it looks nice and has improved our look of the city.

Council deliberation. Burke is good with this budget.

5:50:26 PM Burke moves to adopt the 2016 Capital Improvement Plan update, seconded by Teevin, motion passed with roll call vote. Teevin, yes. Keirn, yes. Burke, yes.

5:50:49 PM Burke makes motion to certify Hailey's property tax levy to Blaine County Board of Commissioners and Idaho State Tax Commission, which includes a general levy increase as allowed by law and a special levy for street, sidewalk and pathways projects as approved by voters in May, 2016; and authorize the Mayor to sign the L-2 form, seconded by Keirn, motion approved with roll call vote. Teevin, yes. Keirn, yes. Burke, yes.

5:52:52 PM Burke moves to approve Hailey's Appropriation Ordinance No. 1203, authorizes the Mayor to conduct 1st reading by title only, seconded by Keirn. Motion passed with roll call vote. Burke, yes. Keirn, yes. Teevin, yes.

5:53:27 PM Mayor Haemmerle conducts 1st Reading of Ordinance No. 1203, by title only.

PH 290 Consideration of Resolution 2016-111, amending water and wastewater connection fees for FY 2017

5:54:26 PM Miller explains that only connection fees have changed in this resolution, keeping all fees in the same documents so it is easy to reference. Miller explains the 2 fees that have increased, water connection fee, by \$97 for a ¾ inch connection and the Wastewater connection fee increased \$15, minimal amounts. The total new cost for the ¾ inch Water connection fee is

HAILEY CITY COUNCIL MINUTES
August 15, 2016

\$4,181. The new Wastewater connection fee for ¾ inch hook up is \$2563. The cost increase is further explained by Miller.

No Public comments.

5:56:50 PM Burke moves to adopt Resolution 2016-111 increasing Water and Wastewater connection fees for ¾ inch, effective date is October 1, 2016, seconded by Keirn. Motion passed with roll call vote. Burke, yes. Keirn, yes. Teevin, yes.

PH 291 Continued discussion of Annexation Fee Report, with Resolution 2016-112 adopting the TischlerBise Annexation Report and setting annexation fees

5:57:59 PM Email was received from James Phillips (dated August 11, 2016) and commented on by Pat Cooley. Both Phillips comments and Cooley's comments were handed out before tonight's meeting. Mayor Haemmerle wants to continue this item to the next meeting so that the entire council can be present at the discussion. Don Keirn won't be at the September 19th, meeting. Mayor asked to continue to this item to the October 3, 2016 meeting.

Public comments:

6:01:15 PM Peter Lobb are we locked into this, can we charge different amounts if this is adopted, is there any discretion?

6:02:00 PM Burke moves to continue this item to the October 3, 2016 meeting, seconded by Keirn, motion passed unanimously.

PH 292 Consideration of amendment to Municipal Code Chapter 14.01 Annexations to amend annexation procedures

6:02:47 PM Williamson made several changes to the existing ordinance. The main change is: if we adopt a fiscal impact study, then the need for a fiscal impact analysis (when considering an annexation) may not be needed look on page 245 of packet. Williamson responds to Lobb's comment, this ordinance change is tied to standards, page 246 of packet, you can require further monetary requirements so as to not negatively impact Hailey citizens. 2nd change?

6:05:32 PM Haemmerle explained this process.

6:06:14 PM Burke wants to understand, a study is set in place, so that each annexation does not come forward and attempt to change this base report. Burke wants to know if this will stop the "nit picking" going forward. Williamson believes yes, it will remove some of the debate of fees during annexations.

Keirn believes this will help too.

6:09:44 PM Haemmerle restates his question. Williamson responds. Haemmerle repeats, this removes the requirement of the developer seeking annexation from being required to pay for a

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fiscal impact study. 6:10:56 PM Horowitz comments, this gives us a consistent methodology to follow.

Public comments:

6:11:41 PM Peter Lobb, read the report, feels it is good. Lobb asks, do we want this to be conditional? Lobb believes we should negotiate.

6:12:36 PM Jim Phillips Hailey resident speaks to council. Phillips feels everyone should be on same page before you (council) adopt any changes. Phillips comments about the ability to ask for more compensation, haggling will be done by developer. Phillips believes that the developer should pay for the study if requested, not the city.

6:14:05 PM Mary Roberson Hailey resident, comments. Roberson reads a statement which is a recap of the Old Cutters Annexation litigation. Roberson pleads to council, don't allow revisions to the Annexation Ordinance, she believes this would be a liability to the City.

Council deliberation:

6:17:02 PM Keirn feels this should wait like the review of the TischlerBise report.

6:17:49 PM Haemmerle makes comments about signed annexation agreements and standing by them.

6:19:01 PM **Burke moves to continue PH 292 item to the October 3, 2016 meeting, seconded by Keirn, motion passed unanimously.**

PH 293 Consideration of a Final Plat submitted by Scott Miley, represented by Galena Engineering, Inc., for a Lot Line Adjustment to Hailey Townsite, Lots 1-5, Block 45, wherein the lot lines between Lots 1-5, Block 45, are shifted to create 3 Lots, as shown located within Section 9, T.2. N., R.17 E., B.M., City of Hailey, Blaine County, Idaho. Current Zoning of the property is General Residential (GR) in the Townsite Overlay (TO) District

6:19:35 PM Horowitz gave an overview of this item. Going from 5 lots to 3 lots, 2 existing structures will be removed before the final plat can be approved. Horowitz announced...

Public comments:

6:21:29 PM Lobb thanks staff for allowing public to comment, no problems with this item, it is fine.

6:21:54 PM John Jonas asks a question about the structures proposed to be removed. Horowitz responds.

6:23:25 PM **Burke moves to approve the lot line amendment submitted by Scott Miley, for a lot line adjustment located at 215 & 219 N. First Ave, Lots 1-5, Block 45, Hailey Townsite**

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to consolidate 5 existing lots into 3 lots, Lots 1A, 2A, and 3A in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts, finding that the final lot line amendment plat is consistent with the approved lot line amendment preliminary plat and is subject to, conditions a-h, seconded by Keirn, motion passed with roll call vote. Teevin, yes. Keirn, yes. Burke, yes.

6:24:54 PM Mayor Haemmerle asks council to make a motion to approve the late added item to tonight's agenda. 6:25:04 PM Burke moves to accept the amended agenda adding item NB 302, seconded by Keirn, motion passed unanimously.

PH 294 Public hearing and consideration of Ordinance No. 1202 amending the Ordinance No. 1184 for FY 2016, increasing Hailey's appropriation by \$3,029,770

6:25:32 PM Dawson gives a review of this item to council and adds that it is now time for public hearing on this item, page 285 in packet shows what the funds will go towards.

No Public comments:

6:26:55 PM Burke moves to adopt Ordinance No. 1202 amending and increasing Hailey's appropriation by \$3,029,770; authorize the Mayor to read by title only, suggests to waive one reading, seconded by Keirn. Motion passed with roll call vote. Keirn, yes. Burke, yes. Teevin, yes.

6:28:09 PM Mayor Haemmerle conducts 1st Reading of Ordinance No. 1202, by title only.

NEW BUSINESS:

NB 302 Consideration of Initiative Petitions to remove Development Impact Fees for commercial projects, refund Commercial Development Impact fees, and to remove annual business license renewal fee (handout)

6:29:28 PM Williamson explains that the petitions were received after the packet was produced. Williamson explains the new state laws which dictates this initiative and referendum process now. Williamson, we have followed this law to the "T". Once we receive these perfected petitions, council can consider adopting the ordinances within 30 days of receipt. Williamson discussed the 2 petitions, first the Development Impact Fee (DIF) petition, Williamson announced that \$717,000 of fees have been collected to date, commercial projects are 61% of those collected fees. The petitioner is asking to eliminate commercial development fees and only have residential construction pay these fees. Williamson believes the refund portion of the DIF petition is illegal, it creates a law over another law. Laws go forward, not back. There are 3 instances where you cannot adopt retroactively, vested rights doctrine. 6:35:11 PM Essentially, the public has received funds, spent funds and there is a vested right to these funds collected and spent. Also, the law states that appropriation must be set, you can amend an appropriation ordinance, but as proposed, this petition would invoke council to amend all prior appropriation ordinances for as long as these fees have been collected. Williamson does not believe it can be done this way.

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6:37:23 PM Regarding the Business License petition Williamson explains that it proposes to eliminate renewals on all businesses.

If council does not adopt these ordinances, then these petitions will go to the voters in November 2017.

6:38:41 PM Haemmerle remembers the situation with the Marijuana Initiatives passed by voters where the ordinances proposed contained illegal portions which can only be addressed by the courts after voters pass the item. Williamson concurs, "not ripe for review." Haemmerle asks a DIF question.

6:40:37 PM Haemmerle suggests letting DIF go to voters.

6:42:04 PM Teevin asks a question.

6:43:38 PM Keirn researched refunding fees collected. Keirn wants to pass on to general election.

6:44:55 PM Burke feels we should take both to voters.

6:46:46 PM Haemmerle asks a question to Williamson.

6:47:13 PM **Burke makes a motion to not adopt the DIF ordinance and to let this go to voters, seconded by Keirn. Motion passed unanimously.**

Discussion regarding the Business License petition - 6:48:06 PM Burke asks a question for clarification. Burke wants to know what is involved in a renewal. Haemmerle asks for clarification about proposing an ordinance.

Further general discussion ensued about an election.

6:52:09 PM Burke is interested in discussing a business license ordinance.

Discussion ensued about finding a special meeting date, Thursday September 8th, 2016 at 5:30 pm.

6:54:43 PM Williamson asked for council to consider the proposed ordinance petition on business license renewals. 6:55:08 PM **Motion made by Keirn, seconded by Burke, motion passed unanimously.**

OLD BUSINESS:

OB 295 3rd Reading of Ordinance No. 1199, a City-initiated text amendment to Title 16, Chapter 16.06, Section 16.06.030, clarifying the application and review for Lot Line Adjustments in Townsite Overlay

6:55:37 PM Move to approve Ordinance No. 1199 by Burke, seconded by Keirn, authorize mayor to sign, motion passed unanimously.

6:56:46 PM Mayor Haemmerle conducted 3rd reading of Ordinance No. 1199, by title only.

OB 296 2nd Reading of Ordinance # 1201 amending Hailey Municipal Code to add hands-free cell phone regulations

6:57:23 PM Mayor Haemmerle conducted the 2nd reading of Ordinance No. 1201, by title only.

STAFF REPORTS:

6:58:06 PM Craig Aberbach announces recognition of all Fire Department volunteers participating in John Davies memorial service. Wood River Fire covered all calls during this time. Had first plane crash at airport, no injuries, both fire departments worked well together. And, two Hailey crews have been dispatched to help with Idaho fires.

7:00:35 PM Miller, wrapping up cobblestone sidewalk project this week. Celebration week of 8/29 for the completion of the project. 3 change orders, net overall budget increase of \$68. Received 2 Grants for help on Balmoral Park, the first was \$2,500 from Idaho Community Foundation, to put towards park improvements and \$250 from Rocky Mountain Hardware, which purchased 5 picnic tables and installed them at the park. The City will apply for more grants this winter for more help with Balmoral Park. Heagle Park play structure is done, thanks to the Kiwanis club, the 3rd park they completed. Miller announced she is in the process of putting together ad for qualifications for Pathways for People engineers. An ad will run in the paper beginning Aug. 24th for 3 weeks. Will then take a few weeks to review the responses and anticipate bringing to council a recommendation at the Oct 3, 2016 meeting for an engineer.

7:03:04 PM This week all downtown sidewalks are getting inventoried.

7:04:45 PM Jeff Gunter went to the White House to hear the 21st Century Report last week. Crime in Idaho has increased, Hailey crime rate decreased. Active Shooter training, Gunter was appointed to committee providing training to magic valley, Seagraves Foundation Grant awarded \$55,000 towards this training.

7:06:42 PM Burke, received over a dozen of positive comments on street trees trimming. People are noticing. Burkes sidewalk was shaved, thank you, it is much better.

7:08:01 PM Kiwanis regional meeting was here last week, Mayor Haemmerle welcomed them.

EXECUTIVE SESSION: Real Property Acquisition (IC 74-206(1)(c)), Pending & Imminently Likely Litigation (IC 74-206(1)(f)), and/or Personnel (IC 74-206(1)(a/b))

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7:08:26 PM Burke moves to go into exec. Session to discuss Real Property Acquisition (IC 74-206(1)(c)), seconded by Keirn, motion passed with roll call vote. Teevin, yes. Keirn, yes. Burke, yes.

Mayor and council came out of Executive Session.

7:29:24 PM Motion to adjourn meeting made by Burke, seconded by Teevin, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE 8/31/2016 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of July 2016.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
 2. Invoice entry into data base by finance department.
 3. Open invoice report and check register report printed for council review at city council meeting.
 4. Following council approval, mayor and clerk sign checks and check register report.
 5. Signed check register report is entered into Minutes book.
-

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney ___ Clerk / Finance Director ___ Engineer ___ Mayor
___ P & Z Commission ___ Parks & Lands Board ___ Public Works ___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, ratify claims for payment.

FOLLOW UP NOTES:

Report Criteria:

Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Transmittal checks included
 Void checks included

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08/04/2016	CDPT	08/11/2016	39241	CHILD SUPPORT RECEIP	35	133.38-
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Grand Totals:			104			144,080.66-

Report Criteria:

- Computed checks included
- Manual checks included
- Supplemental checks included
- Termination checks included
- Transmittal checks included
- Void checks included

Report Criteria:

Computed checks included
 Manual checks included
 Supplemental checks included
 Termination checks included
 Transmittal checks included
 Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
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08/18/2016	PC	08/25/2016	82578	PARKER, ROGER G	7041	1,628.41-
08/18/2016	PC	08/25/2016	82579	SHOTSWELL, DAVE O	7044	989.26-
08/18/2016	PC	08/25/2016	82552	GELSKEY, BRAD S	8002	1,413.97-
08/18/2016	PC	08/25/2016	82516	ARELLANO, NANCY	8005	998.06-
08/18/2016	PC	08/25/2016	82517	CONE, MARY M. HILL	8009	1,020.33-
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08/18/2016	PC	08/25/2016	82565	MILLER, MARIEL P.R.	8042	1,959.35-
08/18/2016	PC	08/25/2016	82522	HOROWITZ, LISA	8049	1,629.04-
08/18/2016	PC	08/25/2016	82573	TURNER, TERRY	8050	1,140.00-
08/18/2016	PC	08/25/2016	82519	MOORE, JONNA C	8057	952.82-
08/18/2016	PC	08/25/2016	82521	DAVIS, ROBYN K	8060	990.49-
08/18/2016	PC	08/25/2016	82544	MILLS, CAITLYN A	8061	739.74-
08/18/2016	PC	08/25/2016	82546	COOK, STEPHANIE N	8063	1,013.91-
08/18/2016	PC	08/25/2016	82542	HOFFERBER, SANDRA K	8064	594.66-
08/18/2016	PC	08/25/2016	82566	GILTNER, JOE R	8065	820.91-
08/18/2016	PC	08/25/2016	82572	SIMS, BRAD C	8066	1,336.73-
08/18/2016	PC	08/25/2016	82556	MUNOZ, ANTONIO	8068	1,465.04-
08/18/2016	PC	08/25/2016	82571	SELLERS, EDWARD MOE	8069	347.80-
08/18/2016	PC	08/25/2016	39205	MILLS, MORGAN H	8070	100.43-
08/18/2016	PC	08/25/2016	39207	VINCENT, BRIAN A	8071	899.43-
08/18/2016	PC	08/25/2016	39206	HOLTZEN, KURTIS L	8072	984.22-
08/18/2016	PC	08/25/2016	82568	PERRAPATO, JOSHUA K	8073	1,332.38-
08/18/2016	PC	08/25/2016	82562	STEWART, DEREK I	8139	1,649.21-
08/18/2016	PC	08/25/2016	82551	ENGLAND, STEVE J	8143	1,842.79-
08/18/2016	PC	08/25/2016	82558	ORNELAS, RAUL G	8145	1,560.22-
08/18/2016	PC	08/25/2016	82553	GUNTER, JEFF M	8148	1,819.14-
08/18/2016	PC	08/25/2016	82561	STELLERS, DAVID J	8160	2,078.13-
08/18/2016	PC	08/25/2016	82549	COX, CHARLES F.	8161	1,602.17-
08/18/2016	PC	08/25/2016	82560	SHELAMER, MICHAEL	8163	1,464.53-
08/18/2016	PC	08/25/2016	82554	JONES, JEREMIAH J	8165	1,506.95-
08/18/2016	PC	08/25/2016	82559	PECK, TODD DAVID	8167	1,365.35-
08/18/2016	PC	08/25/2016	82523	ABERBACH, CRAIG S.	8175	1,917.67-
08/18/2016	PC	08/25/2016	82557	ORNELAS, MANUEL G.	8180	1,661.27-
08/18/2016	PC	08/25/2016	82528	ERVIN, CHRISTIAN	8185	862.34-
08/18/2016	PC	08/25/2016	82550	DOUTHIT, NATHAN S.	8188	1,156.16-
08/18/2016	PC	08/25/2016	82582	SAVAGE, JAMES L	8204	1,040.35-
08/18/2016	PC	08/25/2016	82567	GOMEZ CARRILLO, LUIS	8205	881.33-
08/18/2016	PC	08/25/2016	82580	BALIS, MARVIN C.	8225	1,311.24-
08/18/2016	PC	08/25/2016	82570	SCHWARZ, STEPHEN K	8226	1,669.07-
08/18/2016	PC	08/25/2016	82548	GREEN, TIMOTHY E	8231	1,114.38-
08/18/2016	PC	08/25/2016	82574	WEST III, KINGSTON R	8234	844.69-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/18/2016	PC	08/25/2016	82569	REYES, ANTONIO	8238	912.32-
08/18/2016	PC	08/25/2016	82564	MARES, MARIA C	8251	816.81-
08/18/2016	PC	08/25/2016	82543	JOHNSTON, JEAN H	8259	981.98-
08/18/2016	PC	08/25/2016	82541	GELSKEY, LEANN R	8262	1,410.39-
08/18/2016	PC	08/25/2016	82540	DREWIEN, LYNETTE	8271	1,045.88-
08/18/2016	PC	08/25/2016	82545	St.JOHN, AMANDA JANE	8274	1,083.54-
08/18/2016	PC	08/25/2016	82539	CROTTY, JOSHUA	8283	755.31-
08/18/2016	PC	08/25/2016	82581	ELLSWORTH, BRYSON	8285	1,174.42-
08/18/2016	PC	08/25/2016	82577	PARKER, MICHAEL J	8506	1,018.48-
08/18/2016	PC	08/25/2016	82533	HOOVER, JAMES T	9002	1,023.32-
08/18/2016	PC	08/25/2016	82535	MCNEES, ELI	9003	99.23-
08/18/2016	PC	08/25/2016	82534	LANGE, JEREMY W	9004	53.53-
08/18/2016	PC	08/25/2016	82537	REAY, PATRICIA L	9005	213.00-
08/18/2016	PC	08/25/2016	82526	BOATMAN, MICHAEL L	9006	29.73-
08/18/2016	PC	08/25/2016	39201	LOHRKE, CONNOR W	9008	82.90-
08/18/2016	PC	08/25/2016	39202	MURPHY, JOSHUA Z	9011	41.64-
08/18/2016	PC	08/25/2016	82532	HOFF, NATHAN A	9050	11.89-
08/18/2016	PC	08/25/2016	82525	BALEDGE, MICHAEL S	9054	2,394.01-
08/18/2016	PC	08/25/2016	39203	RAINEY, PHILLIP R.	9068	60.87-
08/18/2016	PC	08/25/2016	39199	HARNED, THOMAS B	9080	13.32-
08/18/2016	PC	08/25/2016	82527	EDELMAN, DANIELLE	9081	445.74-
08/18/2016	PC	08/25/2016	82529	FREER, WILLIAM	9086	114.51-
08/18/2016	PC	08/25/2016	82538	WARD, CASEY R.	9099	214.43-
08/18/2016	PC	08/25/2016	82531	HEITZMAN, KRISTY L	9103	643.74-
08/18/2016	PC	08/25/2016	82547	CURTNER, JOHN E	9104	786.86-
08/18/2016	PC	08/25/2016	82524	AVILA, JOSE	9108	1,791.47-
08/18/2016	PC	08/25/2016	82530	FULLERTON, BRIAN	9110	88.66-
08/18/2016	PC	08/25/2016	82536	PALLAS, MARTIN	9111	1,766.93-
08/18/2016	PC	08/25/2016	39204	VINCENT, BRIAN A	9113	96.87-
08/18/2016	CDPT	08/25/2016	39213	AFLAC	1	476.20-
08/18/2016	CDPT	08/25/2016	39213	AFLAC	1	176.03-
08/18/2016	CDPT	08/25/2016	39214	DELTA DENTAL PLAN OF	2	792.64-
08/18/2016	CDPT	08/25/2016	39214	DELTA DENTAL PLAN OF	2	2,355.08-
08/18/2016	CDPT	08/25/2016	39217	REGENCE BLUE SHIELD	3	1,858.54-
08/18/2016	CDPT	08/25/2016	39217	REGENCE BLUE SHIELD	3	23,621.24-
08/18/2016	CDPT	08/25/2016	39216	NCPERS GROUP LIFE IN	6	112.00-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	4,405.34-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	7,344.38-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	3,416.73-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	4,765.42-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	2,428.65-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	163.67-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	596.97-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	117.28-
08/18/2016	CDPT	08/25/2016	82592	PERSI	7	453.75-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	7,265.44-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	7,265.44-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	1,699.22-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	1,699.22-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	9,788.89-
08/18/2016	CDPT	08/25/2016	39215	IDAHO STATE TAX COM	9	4,491.00-
08/18/2016	CDPT	08/25/2016	39208	CHILD SUPPORT RECEIP	18	82.60-
08/18/2016	CDPT	08/25/2016	82590	A.W. REHN & ASSOCIAT	21	1,256.66-
08/18/2016	CDPT	08/25/2016	39209	CHILD SUPPORT RECEIP	23	210.00-
08/18/2016	CDPT	08/25/2016	39218	VSP	26	110.44-
08/18/2016	CDPT	08/25/2016	39218	VSP	26	453.50-
08/18/2016	CDPT	08/25/2016	39210	CHILD SUPPORT RECEIP	35	133.38-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/18/2016	CDPT	08/25/2016	39211	CHILD SUPPORT RECEIP	36	144.00-
08/18/2016	CDPT	08/25/2016	39212	CHILD SUPPORT RECEIP	37	78.70-
08/18/2016	CDPT	08/25/2016	39214	DELTA DENTAL PLAN OF	2	90.58-
08/18/2016	CDPT	08/25/2016	39218	VSP	26	23.89-
08/18/2016	CDPT	08/25/2016	39217	REGENCE BLUE SHIELD	3	730.47-
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	441.12
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	103.16
08/18/2016	CDPT	08/25/2016	82591	MOUNTAIN WEST BANK	8	293.52
08/18/2016	CDPT	08/25/2016	39217	REGENCE BLUE SHIELD	3	186.15-
Grand Totals:			<u>115</u>			<u>169,519.64-</u>

Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Transmittal checks included
Void checks included

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
972 COX COMMUNICATIONS										
8/17/16	1	INTERNET WATER	Invoice	08/17/2016	08/31/2016	55.20	55.20	200-60-41713		816
8/17/16	2	INTERNET WW	Invoice	08/17/2016	08/31/2016	55.20	55.20	210-70-41713		816
Total 972 COX COMMUNICATIONS:						110.40	110.40			
22433 IDAHO POWER										
8/17/16	1	IP Acct#2204935643 STREET -1811 MERLIN LOO	Invoice	08/17/2016	08/31/2016	387.12	387.12	100-40-41717		816
8/17/16	2	IP Acct#2204935643 HFD	Invoice	08/17/2016	08/31/2016	267.71	267.71	100-55-41717		816
8/17/16	3	IP Acct#2204935643 LIBRARY	Invoice	08/17/2016	08/31/2016	704.91	704.91	100-45-41717		816
8/17/16	4	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	172.00	172.00	100-42-41717		816
8/17/16	5	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	172.00	172.00	200-42-41717		816
8/17/16	6	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	171.99	171.99	210-42-41717		816
8/17/16	7	IP Acct#2204637769 W WATER	Invoice	08/17/2016	08/31/2016	10,293.42	10,293.42	210-70-41717		816
Total 22433 IDAHO POWER:						12,169.15	12,169.15			
5013 INSITE TOWERS LLC										
364957	1	Della Mtn. Tower Rental INV 364957	Invoice	09/01/2016	09/01/2016	479.00	479.00	200-60-41713		816
364957	2	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.26	63.26	100-42-41713		816
364957	3	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.27	63.27	200-42-41713		816
364957	4	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.27	63.27	210-42-41713		816
Total 5013 INSITE TOWERS LLC:						668.80	668.80			
384 INTERMOUNTAIN GAS COMPANY										
8/25/16	1	meter 536199 PAW 33.3%	Invoice	08/25/2016	08/31/2016	.46	.46	100-42-41717		816
8/25/16	2	meter 536199 PAW 33.3%	Invoice	08/25/2016	08/31/2016	.47	.47	200-42-41717		816
8/25/16	3	meter 536199 PAW 33.3%	Invoice	08/25/2016	08/31/2016	.47	.47	210-42-41717		816
8/25/16	4	meter 536199 LIBRARY	Invoice	08/25/2016	08/31/2016	1.41	1.41	100-45-41717		816
8/25/16	5	meter 180993 WASTEWATER	Invoice	08/25/2016	08/31/2016	2.91	2.91	210-70-41717		816
8/25/16	6	meter 180993 WATER	Invoice	08/25/2016	08/31/2016	2.91	2.91	200-60-41717		816
8/25/16	7	meter 520352 PW 1241 WAR EAGLE	Invoice	08/25/2016	08/31/2016	2.06	2.06	100-50-41717		816
8/25/16	8	meter 517964 Woodside Treatment Plant	Invoice	08/25/2016	08/31/2016	2.06	2.06	210-70-41717		816
8/25/16	9	meter 426719 Woodside Treatment Plant	Invoice	08/25/2016	08/31/2016	2.06	2.06	210-70-41717		816
8/25/16	10	meter 529797 STREET 1811 Merlin LP	Invoice	08/25/2016	08/31/2016	14.07	14.07	100-40-41717		816
8/25/16	11	meter 481812 HFD 617 S 3rd Ave	Invoice	08/25/2016	08/31/2016	15.58	15.58	100-55-41717		816

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 384 INTERMOUNTAIN GAS COMPANY:									
					44.46	44.46			
6254 NALDER, CALVIN									
8/29/16	1 per diem for Idaho Fire Code Official Training in Bois	Invoice	08/29/2016	08/31/2016	127.50	127.50	100-55-41724		816
Total 6254 NALDER, CALVIN:									
					127.50	127.50			
520 PACIFIC STEEL & RECYCLING									
65109	1 RECYCLED MATERIAL ACCOUNT CREDIT	Invoice	07/19/2016	08/31/2016	229.45-	229.45-	100-40-41403		816
Total 520 PACIFIC STEEL & RECYCLING :									
					229.45-	229.45-			
368 WESTERN STATES CAT									
IN0000	1 IN000016009 TROUBLESHOOT ENGINE	Invoice	04/26/2016	05/16/2016	331.00	331.00	100-40-41403		516
PR040	1 PR040028554 CR - BRACKET AND FENDER PD C	Invoice	01/05/2016	03/31/2016	468.34-	468.34-	100-40-41405		316
Total 368 WESTERN STATES CAT :									
					137.34-	137.34-			
2609 WHITE, KELLY									
8/29/16	1 perdiem for Idaho Fire Code training in Boise 9/14-9/	Invoice	08/29/2016	08/31/2016	127.50	127.50	100-55-41723		816
Total 2609 WHITE, KELLY:									
					127.50	127.50			
1240 WILLIAMSON LAW OFFICES, PLLC									
8/31/16	1 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	100-15-41313		816
8/31/16	2 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	200-15-41313		816
8/31/16	3 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	210-15-41313		816
Total 1240 WILLIAMSON LAW OFFICES, PLLC:									
					5,190.00	5,190.00			
Total :									
					18,071.02	18,071.02			
Current period checks for future period invoices.									
176 ALLINGTON, RICK									
116	Chk No: 394441 (1)	Calculated	08/31/2016			3,570.67-	1000020301		916
Total 176 ALLINGTON, RICK:									
					.00	3,570.67-			

Posting period: 08/16

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
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Total Current period checks for future period invoices: .00 3,570.67-

Grand Totals: 18,071.02 14,500.35

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
1000020301	.00	3,570.67-	3,570.67-
100-15-41313	1,730.00	.00	1,730.00
100-40-41403	331.00	229.45-	101.55
100-40-41405	.00	468.34-	468.34-
100-40-41717	401.19	.00	401.19
100-42-41713	63.26	.00	63.26
100-42-41717	172.46	.00	172.46
100-45-41717	706.32	.00	706.32
100-50-41717	2.06	.00	2.06
100-55-41717	283.29	.00	283.29
100-55-41723	127.50	.00	127.50
100-55-41724	127.50	.00	127.50
200-15-41313	1,730.00	.00	1,730.00
200-42-41713	63.27	.00	63.27
200-42-41717	172.47	.00	172.47
200-60-41713	534.20	.00	534.20
200-60-41717	2.91	.00	2.91
210-15-41313	1,730.00	.00	1,730.00
210-42-41713	63.27	.00	63.27
210-42-41717	172.46	.00	172.46
210-70-41713	55.20	.00	55.20
210-70-41717	10,300.45	.00	10,300.45
Grand Totals:	18,768.81	4,268.46-	14,500.35

Summary by General Ledger Posting Period

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
1115 ADA COMMUNITY LIBRARY										
201191	1	database shared costs	Invoice	08/18/2016	08/31/2016	19.25	19.25	100-45-41711		816
Total 1115 ADA COMMUNITY LIBRARY :						19.25	19.25			
176 ALLINGTON, RICK										
116	1	ATTORNEY FEES	Invoice	09/01/2016	09/01/2016	3,570.67	3,570.67	100-25-41313		916
Total 176 ALLINGTON, RICK:						3,570.67	3,570.67			
468 AMERICAN LIBRARY ASSOC.										
8/11/16	1	Membership renewal	Invoice	08/11/2016	08/31/2016	209.00	209.00	100-45-41711		816
Total 468 AMERICAN LIBRARY ASSOC. :						209.00	209.00			
2918 AMERIPRIDE LINEN AND APPAREL S										
240052	1	UNIFORMS WW	Invoice	07/07/2016	08/31/2016	128.18	128.18	210-70-41703		816
240053	1	UNIFORMS WW	Invoice	08/04/2016	08/31/2016	130.18	130.18	210-70-41703		816
240053	1	UNIFORMS WW	Invoice	08/11/2016	08/31/2016	172.78	172.78	210-70-41703		816
240053	1	UNIFORMS WW	Invoice	08/18/2016	08/31/2016	130.18	130.18	210-70-41703		816
240053	1	UNIFORMS WW	Invoice	08/25/2016	08/31/2016	174.78	174.78	210-70-41703		816
Total 2918 AMERIPRIDE LINEN AND APPAREL S:						736.10	736.10			
287 ANALYTICAL LABORATORIES INC.										
37962	1	SHIPPING OF LAB SAMPLES	Invoice	07/31/2016	08/31/2016	49.56	49.56	210-70-41795		816
Total 287 ANALYTICAL LABORATORIES INC. :						49.56	49.56			
1680 ARCHIVE FINISHING LLC										
B13170	1	Fox Building Painting B13170	Invoice	05/26/2016	08/31/2016	2,267.00	2,267.00	100-45-41413		816
Total 1680 ARCHIVE FINISHING LLC:						2,267.00	2,267.00			
1375 AUTO WORKS, LLC										
8/11/16	1	Refrd Credit dep. Bal. 4131 Glenbrook	Invoice	08/11/2016	08/31/2016	46.07	46.07	200-00-20314		816
Total 1375 AUTO WORKS, LLC:						46.07	46.07			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
50380	12039	BOULDER MOUNTAIN HEATING 1 Library 12039	Invoice	08/05/2016	08/31/2016	240.00	240.00	100-45-41413		816
Total 50380 BOULDER MOUNTAIN HEATING:										
						240.00	240.00			
463	570735	BRANOM INSTRUMENT CO. 1 WIKA LS-10 PRESSURE TRANSDUCER	Invoice	07/29/2016	08/31/2016	583.11	583.11	210-70-41405	13.42.0009.1	816
	570735	2 TRANSDUCER FILTER	Invoice	07/29/2016	08/31/2016	27.28	27.28	210-70-41401		816
Total 463 BRANOM INSTRUMENT CO.:										
						610.39	610.39			
3002	160823	CASELLE, INC. 1 Annual Conference Stokes	Invoice	08/23/2016	08/31/2016	141.67	141.67	100-15-41723		816
	160823	2 Annual Conference Stokes	Invoice	08/23/2016	08/31/2016	141.67	141.67	200-15-41723		816
	160823	3 Annual Conference Stokes	Invoice	08/23/2016	08/31/2016	141.66	141.66	210-15-41723		816
Total 3002 CASELLE, INC.:										
						425.00	425.00			
7000	16-021	CLEARWATER LANDSCAPING 1 16-0213 50% DEPOSIT MAIN ST SIDEWALK PAVE	Invoice	06/16/2016	08/31/2016	8,293.25	8,293.25	100-40-41225	12.40.0002.1	816
	16-074	1 16-07420 IRRIGATION REPAIRS - CURTIS	Invoice	07/15/2016	08/31/2016	191.74	191.74	100-50-41403		816
Total 7000 CLEARWATER LANDSCAPING:										
						8,484.99	8,484.99			
1537	124445	COMMERCIAL TIRE 1 124445 FLAT REPAIR - SWEEPER	Invoice	07/26/2016	08/31/2016	42.00	42.00	100-40-41403		816
Total 1537 COMMERCIAL TIRE:										
						42.00	42.00			
799	7/29/16	COMMONS, JOSHUA & DANAE 1 Refund credit bal. 1511 Blue Lake Dr.	Invoice	07/29/2016	08/31/2016	6.31	6.31	100-00-15110		816
Total 799 COMMONS, JOSHUA & DANAE:										
						6.31	6.31			
893	S26059	CONCRETE CONSTRUCTION SUPPLY 1 LOCATE MARKING PAINT WW	Invoice	08/11/2016	09/31/2016	87.60	87.60	210-70-41403		816
Total 893 CONCRETE CONSTRUCTION SUPPLY:										
						87.60	87.60			

Unpaid Invoice Report - MARY'S APPROVAL
Posting period: 09/16

City of Hailey

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
337 COPY & PRINT LLC										
73469	1	73469 LARGE COLOR MAP PRINTS	Invoice	07/16/2016	08/31/2016	71.96	71.96	100-40-41323		816
73763	1	OFFICE SUPPLIES	Invoice	08/09/2016	08/31/2016	65.83	65.83	200-60-41211		816
73778	1	Red Cardstock (one package)	Invoice	08/16/2016	08/31/2016	17.99	17.99	100-20-41211		816
74011	1	74011 KRAFT PAPER ROLL	Invoice	08/09/2016	08/31/2016	18.99	18.99	100-42-41215		816
74011	2	74011 KRAFT PAPER ROLL	Invoice	08/09/2016	08/31/2016	19.00	19.00	200-42-41215		816
74011	3	74011 KRAFT PAPER ROLL	Invoice	08/09/2016	08/31/2016	19.00	19.00	210-42-41215		816
74180	1	74180 SUPPLIES FOR BALMORAL EVENT BOARD	Invoice	08/22/2016	08/31/2016	18.29	18.29	100-50-41215		816
74182	1	74182 16 GIG FLASH DRIVE	Invoice	08/22/2016	08/31/2016	3.99	3.99	100-42-41215		816
74182	2	74182 16 GIG FLASH DRIVE	Invoice	08/22/2016	08/31/2016	4.00	4.00	200-42-41215		816
74182	3	74182 16 GIG FLASH DRIVE	Invoice	08/22/2016	08/31/2016	4.00	4.00	210-42-41215		816
74184	1	74184 SHIPPING TAPE	Invoice	08/23/2016	08/31/2016	1.29	1.29	100-42-41215		816
74184	2	74184 SHIPPING TAPE	Invoice	08/23/2016	08/31/2016	1.29	1.29	200-42-41215		816
74184	3	74184 SHIPPING TAPE	Invoice	08/23/2016	08/31/2016	1.30	1.30	210-42-41215		816
						246.93	246.93			
Total 337 COPY & PRINT LLC:										
1722 DIAL, COURTNEY										
8/17/16	1	Refund credit bal. 1320 Aspen Valley Dr	Invoice	08/17/2016	08/31/2016	88.94	88.94	100-00-15110		816
						88.94	88.94			
Total 1722 DIAL, COURTNEY:										
781 DIG LINE										
005449	1	0054492-IN DIG LINE FEES W	Invoice	07/31/2016	08/31/2016	72.45	72.45	200-60-41325		816
005449	2	0054492-IN DIG LINE FEES VWV	Invoice	07/31/2016	08/31/2016	72.45	72.45	210-70-41325		816
						144.90	144.90			
Total 781 DIG LINE :										
6162 DISCOUNT PAPER PRODUCTS INC.										
216976	1	receipt printer rolled paper	Invoice	08/18/2016	08/31/2016	77.56	77.56	100-45-41215		816
						77.56	77.56			
Total 6162 DISCOUNT PAPER PRODUCTS INC.:										
50401 EDUCATION & TRAINING SERVICES										
9/19-23	1	LEADERSHIP TRAINING PROGRAM REGISTRATI	Invoice	06/08/2016	08/31/2016	183.00	183.00	100-42-41723		816
9/19-23	2	LEADERSHIP TRAINING PROGRAM REGISTRATI	Invoice	06/08/2016	08/31/2016	183.00	183.00	200-42-41723		816
9/19-23	3	LEADERSHIP TRAINING PROGRAM REGISTRATI	Invoice	06/08/2016	08/31/2016	183.00	183.00	210-42-41723		816
						549.00	549.00			
Total 50401 EDUCATION & TRAINING SERVICES:										

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
8607 ENGELHARDT, JEFFREY L										
8/22/16	1	PZ Attendance	Invoice	08/22/2016	08/31/2016	28.13	28.13	210-10-41313		816
8/22/16	2	PZ Attendance	Invoice	08/22/2016	08/31/2016	28.12	28.12	200-10-41313		816
8/22/16	3	PZ Attendance	Invoice	08/22/2016	08/31/2016	56.25	56.25	100-10-41313		816
Total 8607 ENGELHARDT, JEFFREY L:						112.50	112.50			
50426 ENVIRO-CLEAN INTERMOUNTAIN LLC										
RES.2	1	2016 COMBO SEWER/CATCH BASIN CLEANER T	Invoice	08/20/2016	08/31/2016	414,787.00	414,787.00	210-70-41547		816
Total 50426 ENVIRO-CLEAN INTERMOUNTAIN LLC:						414,787.00	414,787.00			
348 FEDERAL EXPRESS										
808533	1	SHIPPING HFD turnout gear to be repaired	Invoice	07/22/2016	08/31/2016	76.70	76.70	100-55-41213		816
Total 348 FEDERAL EXPRESS :						76.70	76.70			
5007 FIRST ALARM LLC										
3404	1	MONTHLY FIRE AND SECURITY MONITORING W	Invoice	08/15/2016	08/31/2016	75.00	75.00	210-70-41747		816
Total 5007 FIRST ALARM LLC:						75.00	75.00			
996 FREEDOM MAILING SERVICES										
29506	1	delinquent letters	Invoice	08/08/2016	08/31/2016	44.46	44.46	100-15-41323		816
29506	2	delinquent letters	Invoice	08/08/2016	08/31/2016	44.46	44.46	200-15-41323		816
29506	3	delinquent letters	Invoice	08/08/2016	08/31/2016	44.46	44.46	210-15-41323		816
Total 996 FREEDOM MAILING SERVICES:						133.38	133.38			
361 FREIGHTLINER OF IDAHO										
192503	1	192503 MISC PARTS	Invoice	07/20/2016	08/31/2016	178.14	178.14	100-40-41403		816
Total 361 FREIGHTLINER OF IDAHO:						178.14	178.14			
5909 FUGATE, JANET										
8/22/16	1	P&Z Stipend	Invoice	08/22/2016	08/31/2016	56.25	56.25	100-10-41313		816
8/22/16	2	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.12	28.12	200-10-41313		816
8/22/16	3	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.13	28.13	210-10-41313		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 5909 FUGATE, JANET:										
						112.50	112.50			
369 GEM STATE WELDERS SUPPLY INC.										
166431	1	TANK RENTAL FEE	Invoice	07/31/2016	08/31/2016	8.06	8.06	200-60-41791		816
166433	1	BOTTLE RENTAL WW	Invoice	07/31/2016	08/31/2016	48.36	48.36	210-70-41775		816
Total 369 GEM STATE WELDERS SUPPLY INC.:										
						56.42	56.42			
7340 GREAT WESTERN PARKS & PLAYGROU										
160705	1	1607052 ENGINEERING WOOD FIBER - HEAGLE P	Invoice	07/26/2016	08/31/2016	3,522.00	3,522.00	100-50-41403		816
Total 7340 GREAT WESTERN PARKS & PLAYGROU:										
						3,522.00	3,522.00			
658 HAILEY CHAMBER OF COMMERCE										
JULY 2	1	CONTRACT FOR SERVICES	Invoice	08/29/2016	08/31/2016	10,275.13	10,275.13	100-10-41707		816
Total 658 HAILEY CHAMBER OF COMMERCE :										
						10,275.13	10,275.13			
2808 HD SUPPLY WATERWORKS LTD										
F88146	1	PIPE	Invoice	08/10/2016	08/31/2016	127.50	127.50	200-60-41401		816
Total 2808 HD SUPPLY WATERWORKS LTD:										
						127.50	127.50			
8606 HRA VEBA TRUST										
8/25/16	1	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	305.54	305.54	100-40-41126		816
8/25/16	2	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	119.39	119.39	100-45-41126		816
8/25/16	3	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	119.39	119.39	100-50-41126		816
8/25/16	4	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	119.39	119.39	100-20-41126		816
8/25/16	5	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	305.54	305.54	200-60-41126		816
8/25/16	6	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	119.39	119.39	210-70-41126		816
8/25/16	7	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	39.79	39.79	100-15-41126		816
8/25/16	8	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	39.80	39.80	200-15-41126		816
8/25/16	9	MONTHLY VEBA CONTRIBUTION - SEP	Invoice	08/25/2016	08/31/2016	39.80	39.80	210-15-41126		816
Total 8606 HRA VEBA TRUST:										
						1,208.03	1,208.03			
695 ICMA										
471945	1	DAWSON - MEMBERSHIP RENEWAL	Invoice	08/22/2016	08/31/2016	282.77	282.77	100-15-41711		816
471945	2	DAWSON - MEMBERSHIP RENEWAL	Invoice	08/22/2016	08/31/2016	282.77	282.77	200-15-41711		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
471945	3	DAWSON - MEMBERSHIP RENEWAL	Invoice	08/22/2016	08/31/2016	282.78	282.78	210-15-41711		816
Total 695 ICMA:										
2130 IDAHO ASPHALT SUPPLY										
5/3028	1	5-302847 EMULSIFIED ASPHALT - WOODSIDE SU	Invoice	08/08/2016	08/31/2016	3,989.50	3,989.50	100-40-41403		816
5-3028	1	5-302846 EMULSIFIED ASPHALT - WOODSIDE SU	Invoice	08/07/2016	08/31/2016	11,850.00	11,850.00	100-40-41403		816
Total 2130 IDAHO ASPHALT SUPPLY : 15,839.50 15,839.50										
3124 IDAHO BUREAU OF W & WW PROF.										
8/23/16	1	WW ANUAL OPERATOR LICENSE RENEWAL WW	Invoice	08/23/2016	08/31/2016	30.00	30.00	210-70-41711		816
8/23/16	2	WW ANUAL OPERATOR LICENSE RENEWAL COL	Invoice	08/23/2016	08/31/2016	30.00	30.00	210-70-41711		816
Total 3124 IDAHO BUREAU OF W & WW PROF.: 60.00 60.00										
2102 IDAHO LIBRARY ASSOCIATION										
15093	1	ILA Membership	Invoice	08/22/2016	08/31/2016	40.00	40.00	100-45-41711		816
Total 2102 IDAHO LIBRARY ASSOCIATION: 40.00 40.00										
671 IDAHO LUMBER & HARDWARE										
652047	1	TAPE MEASURE	Invoice	08/03/2016	08/31/2016	6.99	6.99	200-60-41405		816
652047	2	GLOVES	Invoice	08/03/2016	08/31/2016	12.99	12.99	200-60-41703		816
652449	1	652449 PUSHBROOMS - CHIP SEAL	Invoice	08/08/2016	08/31/2016	46.98	46.98	100-40-41403		816
652759	1	652759 SHRUB RAKE	Invoice	08/10/2016	08/31/2016	6.49	6.49	100-50-41403		816
652940	1	GLOVES	Invoice	08/11/2016	08/31/2016	11.99	11.99	200-60-41703		816
652997	1	652997 TRAFFIC CONTROL SUPPLIES	Invoice	08/11/2016	08/31/2016	54.90	54.90	100-40-41403		816
653020	1	653020 TRAFFIC CONTROL SUPPLIES	Invoice	08/11/2016	08/31/2016	8.99	8.99	100-40-41403		816
653320	1	653320 ADHESIVE SEAL - BUCKET TRUCK	Invoice	08/15/2016	08/31/2016	2.79	2.79	100-40-41403		816
653476	1	653476 RED PEPPER PLAST PAINT - SKATE PAR	Invoice	08/16/2016	08/31/2016	5.99	5.99	100-50-41403		816
653514	1	DRILL BIT	Invoice	08/16/2016	08/31/2016	3.99	3.99	200-60-41403		816
653596	1	HOOK	Invoice	08/17/2016	08/31/2016	4.59	4.59	200-60-41403		816
653754	1	653754 ADJ STAPLE SAFETY HASP	Invoice	08/18/2016	08/31/2016	12.98	12.98	100-50-41403		816
653991	1	653991 STRINGLINE W/REEL 500' - KEEFER	Invoice	08/22/2016	08/31/2016	13.99	13.99	100-50-41403		816
Total 671 IDAHO LUMBER & HARDWARE: 193.66 193.66										
22433 IDAHO POWER										
8/15/16	1	IP Acct#2204414540 Street lights	Invoice	08/15/2016	08/31/2016	178.77	178.77	100-40-41717		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
8/15/16	2	IP Acct#2200663470 Elm Alley	Invoice	08/15/2016	08/31/2016	5.37	5.37	100-40-41717		816
8/15/16	3	IP Acct#22058908 HEAGLE/1151 War Eagle	Invoice	08/15/2016	08/31/2016	178.12	178.12	100-40-41717		816
Total 22433 IDAHO POWER:						362.26	362.26			
432 IDAHO POWER COMPANY - CSPP										
201601	1	HydroPlant O&M	Invoice	07/31/2016	08/31/2016	163.64	163.64	200-60-41709		816
201601	2	HydroPlant Energy Purchases	Invoice	07/31/2016	08/31/2016	64.18-	64.18-	200-00-34618		816
201601	3	HydroPlant O&M Lump-Sum Recovery	Invoice	07/31/2016	08/31/2016	2,975.75	2,975.75	200-60-41709		816
Total 432 IDAHO POWER COMPANY - CSPP:						3,075.21	3,075.21			
612 INGRAM BOOK COMPANY										
941786	1	Library Books and Materials	Invoice	08/09/2016	08/31/2016	24.99	24.99	100-45-41535		816
941786	1	Library Books and Materials	Invoice	08/09/2016	08/31/2016	49.92	49.92	100-45-41535		816
942225	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	8.69-	8.69-	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	15.67	15.67	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	14.56	14.56	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	59.32	59.32	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	8.67	8.67	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	29.68	29.68	100-45-41535		816
942245	1	Library Books and Materials	Invoice	08/11/2016	08/31/2016	17.97	17.97	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	15.11	15.11	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	61.01	61.01	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	9.28	9.28	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	96.75	96.75	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	96.77	96.77	100-45-41535		816
942654	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	124.94	124.94	100-45-41535		816
942655	1	Library Books and Materials	Invoice	08/15/2016	08/31/2016	120.93	120.93	100-45-41535		816
942865	1	Library Books and Materials	Invoice	08/16/2016	08/31/2016	17.64	17.64	100-45-41535		816
942865	1	Library Books and Materials	Invoice	08/16/2016	08/31/2016	7.77	7.77	100-45-41535		816
942865	1	Library Books and Materials	Invoice	08/16/2016	08/31/2016	6.10	6.10	100-45-41535		816
943153	1	Library Books and Materials	Invoice	08/17/2016	08/31/2016	6.43	6.43	100-45-41535		816
943153	1	Library Books and Materials	Invoice	08/17/2016	08/31/2016	20.84	20.84	100-45-41535		816
Total 612 INGRAM BOOK COMPANY:						795.66	795.66			
229 INTEGRATED TECHNOLOGIES										
54536	1	#54536 charges from 07/09/16-08/08/16	Invoice	08/09/2016	08/31/2016	92.23	92.23	100-20-41323		816
54537	1	MONTHLY COPIER MAINTENANCE SHARP AR-M3	Invoice	08/09/2016	08/31/2016	27.50	27.50	210-70-41421		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
55036	1	Copies charge inv 55036	Invoice	08/17/2016	08/31/2016	1.27	1.27	100-15-41325		816
55036	2	Copies charge inv 55036	Invoice	08/17/2016	08/31/2016	1.27	1.27	200-15-41325		816
55036	3	Copies charge inv 55036	Invoice	08/17/2016	08/31/2016	1.26	1.26	210-15-41325		816
Total 229 INTEGRATED TECHNOLOGIES:						123.53	123.53			
965 INTERNATIONAL INSTITUTE OF MUNI										
6/22/16	1	ANNUAL RENEWAL MEMBERSHIP - clerk	Invoice	06/22/2016	08/31/2016	51.67	51.67	100-15-41711		816
6/22/16	2	ANNUAL RENEWAL MEMBERSHIP - clerk	Invoice	06/22/2016	08/31/2016	51.67	51.67	200-15-41711		816
6/22/16	3	ANNUAL RENEWAL MEMBERSHIP - clerk	Invoice	06/22/2016	08/31/2016	51.66	51.66	210-15-41711		816
Total 965 INTERNATIONAL INSTITUTE OF MUNI:						155.00	155.00			
330 JANE'S ARTIFACTS										
030160	1	stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	12.27	12.27	100-15-41215		816
030160	2	stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	12.27	12.27	200-15-41215		816
030160	3	stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	12.26	12.26	210-15-41215		816
030161	1	Return stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	8.75-	8.75-	100-15-41215		816
030161	2	Return stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	8.75-	8.75-	200-15-41215		816
030161	3	Return stapler for N. Arellano	Invoice	08/12/2016	08/31/2016	8.75-	8.75-	210-15-41215		816
Total 330 JANE'S ARTIFACTS:						10.55	10.55			
50381 JOHNNY B TRANSPORT										
030284	1	0302847 TRANSPORT MATERIAL - WOODSIDE CH	Invoice	08/08/2016	08/31/2016	735.00	735.00	100-40-41403		816
Total 50381 JOHNNY B TRANSPORT:						735.00	735.00			
1724 JONES, RHETT										
7/29/16	1	Refund Credit Bal. 941 Silverstone Dr.	Invoice	07/29/2016	08/31/2016	39.15	39.15	100-00-15110		816
Total 1724 JONES, RHETT:						39.15	39.15			
386 L.L. GREENS										
A43844	1	A438444 BANNER CLIPS	Invoice	08/09/2016	08/31/2016	50.30	50.30	100-40-41403		816
A43845	1	A438452 RETURN UN-USED BANNER CLIPS	Invoice	08/09/2016	08/31/2016	19.53-	19.53-	100-40-41403		816
A43853	1	FLASH LIGHT	Invoice	08/10/2016	08/31/2016	35.99	35.99	200-60-41405		816
A43853	2	BRASS NUT	Invoice	08/10/2016	08/31/2016	1.99	1.99	200-60-41405		816
A43964	1	A439645 ZINC SAFETY HASP	Invoice	08/18/2016	08/31/2016	8.58	8.58	100-50-41403		816
B24427	1	SHOVEL	Invoice	08/11/2016	08/31/2016	17.99	17.99	200-60-41403		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
B24427	2	FASTENERS	Invoice	08/11/2016	08/31/2016	.31	.31	200-60-41413		816
B24454	1	CREDIT	Invoice	08/15/2016	08/31/2016	4.80-	4.80-	200-60-41401		816
D11399	1	COOLER VW	Invoice	08/15/2016	08/31/2016	118.24	118.24	210-70-41795		816
Total 386 L.L. GREENS :										
						209.07	209.07			
227 L.N. CURTIS AND SONS										
INV448	1	INV44864 20# ABC Fire Extinguisher for new truck	Invoice	08/12/2016	08/31/2016	90.00	90.00	120-55-41549	16.55.0001.1	816
Total 227 L.N. CURTIS AND SONS :										
						90.00	90.00			
366 LES SCHWAB TIRE CENTER										
117003	1	RECAPPED SPARE TIRES VW	Invoice	08/11/2016	08/31/2016	787.80	787.80	210-70-41415		816
Total 366 LES SCHWAB TIRE CENTER:										
						787.80	787.80			
50364 LKQ EASTERN IDAHO										
763098	1	76309869 late fee	Invoice	08/27/2016	08/31/2016	8.00	8.00	100-40-41403		816
Total 50364 LKQ EASTERN IDAHO:										
						8.00	8.00			
928 MAGIC VALLEY LABS, INC.										
56640	1	LABS VW	Invoice	07/31/2016	08/31/2016	310.00	310.00	210-70-41795		816
Total 928 MAGIC VALLEY LABS, INC. :										
						310.00	310.00			
50424 MANDEVILLE, ELLEN S										
7/11/16	1	WATER SMARTY REBATE - 620 HAILEY DR	Invoice	07/11/2016	08/31/2016	1,292.44	1,292.44	200-60-41324	16.60.0002.1	816
Total 50424 MANDEVILLE, ELLEN S:										
						1,292.44	1,292.44			
4496 MIDWEST TAPE										
942010	1	library materials/ dvd	Invoice	08/03/2016	08/31/2016	437.78	437.78	100-45-41535		816
942113	1	library materials/ dvd & music	Invoice	08/08/2016	08/31/2016	64.96	64.96	100-45-41535		816
942205	1	library materials/ dvd & music	Invoice	08/10/2016	08/31/2016	302.82	302.82	100-45-41535		816
942214	1	library materials/ dvd & music	Invoice	08/11/2016	08/31/2016	419.89	419.89	100-45-41535		816
942309	1	library materials/ dvd & music	Invoice	08/15/2016	08/31/2016	15.24	15.24	100-45-41535		816
942343	1	library materials/ dvd & music	Invoice	08/16/2016	08/31/2016	152.16	152.16	100-45-41535		816
942418	1	library materials/ dvd & music	Invoice	08/18/2016	08/31/2016	19.24	19.24	100-45-41535		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 4495 MIDWEST TAPE:										
						1,412.09	1,412.09			
50402 MILLER, MARIEL										
SEPT.	1	LEADERSHIP TRAINING PROGRAM PER DIEM	Invoice	06/08/2016	08/31/2016	101.17	101.17	100-42-41724		816
SEPT.	2	LEADERSHIP TRAINING PROGRAM PER DIEM	Invoice	06/08/2016	08/31/2016	101.17	101.17	200-42-41724		816
SEPT.	3	LEADERSHIP TRAINING PROGRAM PER DIEM	Invoice	06/08/2016	08/31/2016	101.17	101.17	210-42-41724		816
Total 50402 MILLER, MARIEL:										
						303.51	303.51			
5036 MOUNTAIN RIDES TRANS AUTH										
4897	1	FY 16 4th quarter	Invoice	08/15/2016	08/31/2016	17,000.00	17,000.00	100-10-41707		816
Total 5036 MOUNTAIN RIDES TRANS AUTH:										
						17,000.00	17,000.00			
5587 MUNICIPAL EMERGENCY SERVICES										
IN1057	1	2-pike poles	Invoice	08/19/2016	08/31/2016	220.87	220.87	120-55-41549	16.55.0001.1	816
IN1057	1	Replacement Hydraulic Rescue Tool	Invoice	08/22/2016	08/31/2016	9,526.59	9,526.59	100-55-41545		816
Total 5587 MUNICIPAL EMERGENCY SERVICES:										
						9,747.46	9,747.46			
251 NAPA AUTO PARTS										
863354	1	GAUGE	Invoice	08/11/2016	08/31/2016	26.99	26.99	200-60-41415		816
863460	1	OIL FILTER unit 9	Invoice	08/11/2016	08/31/2016	2.79	2.79	100-55-41415		816
Total 251 NAPA AUTO PARTS:										
						29.78	29.78			
307 NORTH CENTRAL LABORATORIES										
376383	1	LAB QA/QC STANDARDS	Invoice	07/28/2016	08/31/2016	57.38	57.38	210-70-41795		816
Total 307 NORTH CENTRAL LABORATORIES :										
						57.38	57.38			
439 OCLC, INC.										
000048	1	Electronic service for maric records	Invoice	07/31/2016	08/31/2016	2,640.00	2,640.00	100-45-41325		816
Total 439 OCLC, INC.:										
						2,640.00	2,640.00			
401 OHIO GULCH TRANSFER STATION										
033572	1	DUMP FEE W.	Invoice	08/11/2016	08/31/2016	9.00	9.00	200-60-41403		816

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 401 OHIO GULCH TRANSFER STATION:									
					9.00	9.00			
50387 OLD CUTTERS HOMEOWNERS ASSOCIATION									
446	1 446 55% OF POWER BILL	Invoice	07/19/2016	08/31/2016	186.68	186.68	100-50-41717		816
Total 50387 OLD CUTTERS HOMEOWNERS ASSOCIATION:									
					186.68	186.68			
50298 O'REILLY AUTO PARTS									
4635-2	1 4635-235453 HOSE CONNECT AND FITTING	Invoice	06/14/2016	08/31/2016	6.02	6.02	100-40-41403		816
4635-2	1 4635-237552 V-BELT	Invoice	06/25/2016	08/31/2016	26.53	26.53	100-40-41403		816
Total 50298 O'REILLY AUTO PARTS:									
					32.55	32.55			
6217 OVERDRIVE									
3040-0	1 Advantage Collection--ebooks	Invoice	07/31/2016	08/31/2016	44.97	44.97	100-45-41535		816
Total 6217 OVERDRIVE:									
					44.97	44.97			
520 PACIFIC STEEL & RECYCLING									
65109	1 RECYCLED MATERIAL ACCOUNT CREDIT	Invoice	07/19/2016	08/31/2016	229.45-	229.45-	100-40-41403		816
Total 520 PACIFIC STEEL & RECYCLING :									
					229.45-	229.45-			
1725 PHILLIPS, DAWNDI									
8/11/16	1 Refund Credit Bal. 3710 Woodside Blvd.	Invoice	08/11/2016	08/31/2016	122.00	122.00	100-00-15110		816
Total 1725 PHILLIPS, DAWNDI:									
					122.00	122.00			
8586 POGUE, RICHARD									
8/22/16	1 P&Z Stipend	Invoice	08/22/2016	08/31/2016	56.25	56.25	100-10-41313		816
8/22/16	2 P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.12	28.12	200-10-41313		816
8/22/16	3 P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.13	28.13	210-10-41313		816
Total 8586 POGUE, RICHARD:									
					112.50	112.50			
50423 POOLE, KRISTIN MARIE									
7/20/16	1 WATER SMARTY REBATE - 1221 BUCKSKIN DR	Invoice	07/20/2016	08/31/2016	2,000.00	2,000.00	200-60-41324	16.60.0002.1	816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 50423 POOLE, KRISTIN MARIE:										
						2,000.00	2,000.00			
8576 PRIORITY ONE HOME CLEANING SERVICES										
11	1	JULY 2016 CLEANING SERVICES - LIBRARY	Invoice	08/11/2016	08/31/2016	224.00	224.00	100-45-41413		816
11	2	JULY 2016 CLEANING SERVICES - CITY HALL	Invoice	08/11/2016	08/31/2016	32.00	32.00	100-42-41413		816
11	3	JULY 2016 CLEANING SERVICES - CITY HALL	Invoice	08/11/2016	08/31/2016	32.00	32.00	200-42-41413		816
11	4	JULY 2016 CLEANING SERVICES - CITY HALL	Invoice	08/11/2016	08/31/2016	32.00	32.00	210-42-41413		816
11	5	JULY 2016 CLEANING SERVICES - WELCOME CE	Invoice	08/11/2016	08/31/2016	32.00	32.00	100-50-41613		816
11	6	JULY 2016 CLEANING SERVICES - ARENA BATHR	Invoice	08/11/2016	08/31/2016	160.00	160.00	100-50-41613		816
Total 8576 PRIORITY ONE HOME CLEANING SERVICES: 512.00 512.00										
5599 QUIGLEY MAP STUDIO										
2016-1	1	Map and Guide: Recreation Trails, Bike Rides and M	Invoice	07/07/2016	08/31/2016	1,800.00	1,800.00	100-20-41313		816
Total 5599 QUIGLEY MAP STUDIO: 1,800.00 1,800.00										
2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY										
TS-25	1	TS-2570 TRAFFIC CONTROL SIGN	Invoice	07/27/2016	08/31/2016	165.00	165.00	100-40-41403		816
TS-25	1	TS-2571 TUBULAR MARKERS	Invoice	07/27/2016	08/31/2016	22.00	22.00	100-40-41403		816
TS-26	1	TS-2611 TUBULAR MARKERS	Invoice	08/03/2016	08/31/2016	22.00	22.00	100-40-41403		816
TS-26	1	TS-2612 TRAFFIC CONTROL SIGN	Invoice	08/03/2016	08/31/2016	165.00	165.00	100-40-41403		816
TS-26	1	TS-2654 TRAFFIC CONTROL SIGN	Invoice	08/11/2016	08/31/2016	165.00	165.00	100-40-41403		816
TS-26	1	TS-2655 PORTABLE TUBULAR MARKER	Invoice	08/11/2016	08/31/2016	22.00	22.00	100-40-41403		816
Total 2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY: 561.00 561.00										
8602 SALINAS, ANGELICA										
511	1	City of Hailey Business Ad for Chamber Brochure	Invoice	04/20/2016	08/31/2016	75.00	75.00	100-20-41313		816
Total 8602 SALINAS, ANGELICA: 75.00 75.00										
4330 SCANLON, OWEN										
8/22/16	1	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.13	28.13	210-10-41313		816
8/22/16	2	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.12	28.12	200-10-41313		816
8/22/16	3	P&Z Stipend	Invoice	08/22/2016	08/31/2016	56.25	56.25	100-10-41313		816
Total 4330 SCANLON, OWEN: 112.50 112.50										

Unpaid Invoice Report - MARY'S APPROVAL
 Posting period: 09/16

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
50357 SCHAEFFER MFG CO										
MU345	1	MU3458-INV1 DIESEL TREAT, BED RELEASE, STA	Invoice	07/29/2016	08/31/2016	563.77	563.77	100-40-41719		816
Total 50357 SCHAEFFER MFG CO: 563.77										
8609 SCHWERTLE, TED AND MARTHA										
111840	1	Refund DIF paid, rebate Old Cutter's per J Campbell	Invoice	08/25/2016	08/31/2016	1,810.00	1,810.00	100-00-20320		816
Total 8609 SCHWERTLE, TED AND MARTHA: 1,810.00										
50427 SHELDON, KATHARINE										
8/23/16	1	WATER SMARTY REBATE - 1110 QUEEN OF THE	Invoice	08/23/2016	08/31/2016	1,160.00	1,160.00	200-60-41324	16.60.0002.1	816
Total 50427 SHELDON, KATHARINE: 1,160.00										
50409 SILVA, EMILIO										
8/26/16	1	REFUND - ARENA SECURITY DEPOSIT	Invoice	08/26/2016	08/31/2016	1,000.00	1,000.00	100-00-20314		816
Total 50409 SILVA, EMILIO: 1,000.00										
5494 SILVER CREEK										
S16180	1	S1618003.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	38.88	38.88	100-42-41413		816
S16180	2	S1618003.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	38.89	38.89	200-42-41413		816
S16180	3	S1618003.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	38.89	38.89	210-42-41413		816
S16180	1	S1618013.001 IRRIGATION PARTS - CITY HALL	Invoice	07/19/2016	08/31/2016	5.83	5.83	100-42-41413		816
S16180	2	S1618013.001 IRRIGATION PARTS - CITY HALL	Invoice	07/19/2016	08/31/2016	5.83	5.83	200-42-41413		816
S16180	3	S1618013.001 IRRIGATION PARTS - CITY HALL	Invoice	07/19/2016	08/31/2016	5.84	5.84	210-42-41413		816
S16180	1	S1618056.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	8.86	8.86	100-42-41413		816
S16180	2	S1618056.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	8.87	8.87	200-42-41413		816
S16180	3	S1618056.001 IRRIGATION PARTS - CITY HALL	Invoice	07/29/2016	08/31/2016	8.87	8.87	210-42-41413		816
S16192	1	S1619237.001 IRRIGATION PARTS	Invoice	08/02/2016	08/31/2016	204.00	204.00	100-50-41403		816
S16193	1	S1619309.001 IRRIGATION PARTS - BALMORAL	Invoice	08/02/2016	08/31/2016	4.54	4.54	100-50-41403		816
S16199	1	S1619978.001 ROTOR TOOL	Invoice	08/03/2016	08/31/2016	4.65	4.65	100-50-41403		816
S16200	1	S1620080.001 ROTORS - DEERFIELD	Invoice	08/03/2016	08/31/2016	204.00	204.00	100-50-41403		816
S16201	1	S1620126.001 ELLS AND RISER REMOVAL STUB	Invoice	08/03/2016	08/31/2016	27.62	27.62	100-50-41403		816
S16204	1	S1620283.001 NIPS AND TEFLON TAPE - DEERFI	Invoice	08/03/2016	08/31/2016	3.45	3.45	100-50-41403		816
S16204	1	S1620403.001 PVC BUSHINGS AND INSERTS - DE	Invoice	08/03/2016	08/31/2016	12.49	12.49	100-50-41403		816
S16208	1	S1620888.001 ROTORS	Invoice	08/04/2016	08/31/2016	204.00	204.00	100-50-41403		816
S16209	1	S1620965.001 NIPS, COUPLINGS, BUSHINGS - CU	Invoice	08/04/2016	08/31/2016	187.51	187.51	100-50-41403		816
S16215	1	S1621554.001 ROTATORS - SKATE PARK	Invoice	08/05/2016	08/31/2016	273.00	273.00	100-50-41403		816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
S16215	1	S1621580.001 ROTATORS - SKATE PARK	Invoice	08/05/2016	08/31/2016	136.50	136.50	100-50-41403		816
S16224	1	S1622456.001 FIXED ARC NOZZELS, POP UP SPR	Invoice	08/09/2016	08/31/2016	13.78	13.78	100-50-41403		816
S16255	1	S1625551.001 ADAPTERS, COUPLINES, CLAMPS,	Invoice	08/16/2016	08/31/2016	38.35	38.35	100-50-41403		816
S16256	1	S1625616.001 SILLCOCK KEY - ARENA	Invoice	08/16/2016	08/31/2016	3.18	3.18	100-50-41603	11.42.0010.1	816
		Total 5494 SILVER CREEK:				1,477.83	1,477.83			
50365 SIX ROBBLEES' INC										
21-019	1	21-019929 LED BEACON PULSE	Invoice	08/11/2016	08/31/2016	180.60	180.60	100-40-41403		816
		Total 50365 SIX ROBBLEES' INC:				180.60	180.60			
7002 SMITH, DAN										
8/22/16	1	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.13	28.13	210-10-41313		816
8/22/16	2	P&Z Stipend	Invoice	08/22/2016	08/31/2016	28.12	28.12	200-10-41313		816
8/22/16	3	P&Z Stipend	Invoice	08/22/2016	08/31/2016	56.25	56.25	100-10-41313		816
		Total 7002 SMITH, DAN:				112.50	112.50			
30263 SPF Water Engineering, LLC										
21935	1	21935 DELIVERY CALLS	Invoice	07/31/2016	08/31/2016	289.34	289.34	200-60-41313	15.60.0001.1	816
		Total 30263 SPF Water Engineering, LLC:				289.34	289.34			
2202 STATE OF ID BUREAU OF OCCUP LI										
8/17/16	1	APPLICATION FEE	Invoice	08/17/2016	08/31/2016	25.00	25.00	200-60-41723		816
8/17/16	2	ORIGINAL LICENCE FEE	Invoice	08/17/2016	08/31/2016	30.00	30.00	200-60-41723		816
8/17/16	3	EXAM FEES	Invoice	08/17/2016	08/31/2016	37.00	37.00	200-60-41723		816
		Total 2202 STATE OF ID BUREAU OF OCCUP LI:				92.00	92.00			
1727 TARA BELLA FLOWERS										
2930A	1	Floral Arrangement for Davies, John Memorial	Invoice	08/16/2016	08/31/2016	25.00	25.00	100-15-41215		816
2930A	2	Floral Arrangement for Davies, John Memorial	Invoice	08/16/2016	08/31/2016	25.00	25.00	200-15-41215		816
2930A	3	Floral Arrangement for Davies, John Memorial	Invoice	08/16/2016	08/31/2016	25.00	25.00	210-15-41215		816
		Total 1727 TARA BELLA FLOWERS:				75.00	75.00			
1669 TEAM EQUIPMENT INC.										
76486	1	Equipment for new engine - Thermal Imaging Camer	Invoice	08/25/2016	08/31/2016	5,313.18	5,313.18	120-55-41549	16.55.0001.1	816

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
76486	1	Replacement off E-1 - Thermal Imaging Camera K55	Invoice	08/25/2016	08/31/2016	5,313.18	5,313.18	100-55-41545		816
Total 1669 TEAM EQUIPMENT INC.:						10,626.36	10,626.36			
1726	TOMASI, ROBIN									
8/15/16	1	Refund Credit Bal. 417 Main St. N	Invoice	08/15/2016	08/31/2016	43.50	43.50	100-00-15110		816
Total 1726 TOMASI, ROBIN:						43.50	43.50			
1538	TRUCK & EQUIPMENT REPAIR									
0018	1	Replace fan switch on E-2	Invoice	08/15/2016	08/31/2016	256.00	256.00	100-55-41415		816
Total 1538 TRUCK & EQUIPMENT REPAIR:						256.00	256.00			
2817	UNITED OIL									
372134	1	372134 BULK KEROSENE	Invoice	07/22/2016	08/31/2016	60.00	60.00	100-40-41719		816
389189	1	DYED LS DIESEL EX WW	Invoice	08/05/2016	08/31/2016	598.31	598.31	210-70-41719		816
828874	1	828874 6/1 - 6/15/16 FUEL CHARGES	Invoice	08/15/2016	08/31/2016	670.65	670.65	100-40-41719		816
828875	1	PUMPED VEHICLE FUEL W	Invoice	08/15/2016	08/31/2016	291.16	291.16	200-60-41719		816
832472	1	832472 7/15 - 7/31/16 FUEL CHARGES	Invoice	07/31/2016	08/31/2016	70.54	70.54	100-50-41719		816
832475	1	832475 7/15 - 7/31/16 FUEL CHARGES	Invoice	07/31/2016	08/31/2016	873.57	873.57	100-40-41719		816
833697	1	833697 8/1 - 8/15/16 FUEL CHARGES	Invoice	08/15/2016	08/31/2016	27.18	27.18	100-50-41719		816
833698	1	#833698 Fuel Charges 8/1/2016-8/15/2016	Invoice	08/15/2016	08/31/2016	668.69	668.69	100-55-41719		816
833700	1	833700 8/1 - 8/15/16 FUEL CHARGES	Invoice	08/15/2016	08/31/2016	1,460.77	1,460.77	100-40-41719		816
833702	1	PUMPED FUEL WW	Invoice	08/15/2016	08/31/2016	234.84	234.84	210-70-41719		816
Total 2817 UNITED OIL:						4,955.71	4,955.71			
645	VALLEY CAR WASH									
8/23/16	1	ICE WW	Invoice	08/23/2016	08/31/2016	8.55	8.55	210-70-41795		816
Total 645 VALLEY CAR WASH:						8.55	8.55			
762	VERIZON WIRELESS									
976991	1	MONTHLY CELL PHONE BILL STREETS	Invoice	08/07/2016	08/31/2016	91.70	91.70	100-40-41713		816
976991	2	MONTHLY CELL PHONE BILL Water	Invoice	08/07/2016	08/31/2016	75.05	75.05	200-60-41713		816
976991	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	08/07/2016	08/31/2016	90.20	90.20	210-70-41713		816
Total 762 VERIZON WIRELESS :						256.95	256.95			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
367 WALKER SAND AND GRAVEL										
004371	1	SAND FILL	Invoice	08/08/2016	08/31/2016	48.96	48.96	210-70-41419		816
004371	1	SAND FILL	Invoice	08/08/2016	08/31/2016	36.09	36.09	210-70-41419		816
004372	1	SAND FILL	Invoice	08/09/2016	08/31/2016	27.13	27.13	210-70-41419		816
004372	1	ROAD MIX 3/4"	Invoice	08/09/2016	08/31/2016	35.17	35.17	210-70-41419		816
004372	1	ROAD MIX 3/4"	Invoice	08/09/2016	08/31/2016	40.53	40.53	210-70-41419		816
004372	1	ROAD MIX 3/4"	Invoice	08/09/2016	08/31/2016	37.87	37.87	210-70-41419		816
004372	1	ROAD MIX 3/4"	Invoice	08/10/2016	08/31/2016	42.63	42.63	210-70-41419		816
004372	1	ROAD MIX 3/4"	Invoice	08/10/2016	08/31/2016	45.15	45.15	210-70-41419		816
Total 367 WALKER SAND AND GRAVEL :						313.53	313.53			
4217 WALKER, JIM & KATHY										
7/31/16	1	Refund overpayment	Invoice	07/31/2016	08/31/2016	160.00	160.00	100-00-20320		816
Total 4217 WALKER, JIM & KATHY:						160.00	160.00			
5231 WASHINGTON FEDERAL										
8/26	1	FY15 Operating Reserve Acct adj	Invoice	08/26/2016	08/31/2016	11.54	11.54	200-00-10227		816
8/26/16	1	FY16 Maintenance Reserve Acct adj	Invoice	08/26/2016	08/31/2016	11.54	11.54	200-00-10228		816
Total 5231 WASHINGTON FEDERAL:						23.08	23.08			
209 WEBB LANDSCAPING										
160609	1	SRVCE301528 EW FOX GARDEN MAINTENANCE	Invoice	07/07/2016	08/31/2016	150.00	150.00	100-50-41403		816
FCHR9	1	LATE FEE	Invoice	07/31/2016	08/31/2016	2.14	2.14	100-50-41403		816
H-IN-10	1	H-IN-105678 SOIL PEP	Invoice	08/10/2016	08/31/2016	23.96	23.96	100-50-41403		816
Total 209 WEBB LANDSCAPING :						176.10	176.10			
4051 WEIDNER & ASSOCIATES										
112514	1	Equipment for new apparatus	Invoice	08/09/2016	08/31/2016	719.96	719.96	120-55-41549	16.55.0001.1	816
112569	1	Traffic cones for new engine	Invoice	08/16/2016	08/31/2016	89.06	89.06	120-55-41549	16.55.0001.1	816
Total 4051 WEIDNER & ASSOCIATES:						809.02	809.02			
368 WESTERN STATES CAT										
IN0000	1	IN000016009 TROUBLESHOOT ENGINE	Invoice	04/26/2016	05/16/2016	331.00	331.00	100-40-41403		516
PR040	1	PR040028654 CR - BRACKET AND FENDER PD C	Invoice	01/05/2016	03/31/2016	468.34	468.34	100-40-41405		316

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 368 WESTERN STATES CAT :										
						137.34-	137.34-			
50425 WESTERN STATES CAT										
RES. 2	1	CATERPILLAR C9 300KW - PORTABLE BACKUP G	Invoice	06/20/2016	08/31/2016	70,400.00	70,400.00	220-65-41547		816
Total 50425 WESTERN STATES CAT:										
						70,400.00	70,400.00			
1723 WESTFALL, TERESA										
7/29/16	1	Refund Credit Bal. 2961 Glenbrook	Invoice	07/29/2016	08/31/2016	93.97	93.97	100-00-15110		816
Total 1723 WESTFALL, TERESA:										
						93.97	93.97			
811 WOOD RIVER FIRE & RESCUE										
1854	1	Split with WRFR State EMS Charge	Invoice	08/11/2016	08/31/2016	19.49	19.49	100-55-41313		816
Total 811 WOOD RIVER FIRE & RESCUE :										
						19.49	19.49			
Total :										
						604,835.65	604,835.65			
Grand Totals:										
						604,835.65	604,835.65			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	393.87	.00	393.87
100-00-20314	1,000.00	.00	1,000.00
100-00-20320	1,970.00	.00	1,970.00
100-10-41313	281.25	.00	281.25
100-10-41707	27,275.13	.00	27,275.13
100-15-41126	39.79	.00	39.79
100-15-41215	37.27	8.75-	28.52
100-15-41323	44.46	.00	44.46
100-15-41325	1.27	.00	1.27
100-15-41711	334.44	.00	334.44
100-15-41723	141.67	.00	141.67

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
972 COX COMMUNICATIONS										
8/17/16	1	INTERNET WATER	Invoice	08/17/2016	08/31/2016	55.20	55.20	200-60-41713		816
8/17/16	2	INTERNET WW	Invoice	08/17/2016	08/31/2016	55.20	55.20	210-70-41713		816
Total 972 COX COMMUNICATIONS:						110.40	110.40			
22433 IDAHO POWER										
8/17/16	1	IP Acct#2204935643 STREET --1811 MERLIN LOO	Invoice	08/17/2016	08/31/2016	387.12	387.12	100-40-41717		816
8/17/16	2	IP Acct#2204935643 HFD	Invoice	08/17/2016	08/31/2016	287.71	287.71	100-55-41717		816
8/17/16	3	IP Acct#2204935643 LIBRARY	Invoice	08/17/2016	08/31/2016	704.91	704.91	100-45-41717		816
8/17/16	4	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	172.00	172.00	100-42-41717		816
8/17/16	5	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	172.00	172.00	200-42-41717		816
8/17/16	6	IP Acct#2204935643 /33%	Invoice	08/17/2016	08/31/2016	171.99	171.99	210-42-41717		816
8/17/16	7	IP Acct#2204637769 W WATER	Invoice	08/17/2016	08/31/2016	10,293.42	10,293.42	210-70-41717		816
Total 22433 IDAHO POWER:						12,169.15	12,169.15			
5013 INSITE TOWERS LLC										
364957	1	Della Mtn. Tower Rental INV 364957	Invoice	09/01/2016	09/01/2016	479.00	479.00	200-60-41713		816
364957	2	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.26	63.26	100-42-41713		816
364957	3	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.27	63.27	200-42-41713		816
364957	4	1/3 Share of Della Mtn. Tower Rental 364957	Invoice	09/01/2016	09/01/2016	63.27	63.27	210-42-41713		816
Total 5013 INSITE TOWERS LLC:						668.80	668.80			
384 INTERMOUNTAIN GAS COMPANY										
8/25/16	1	meter 536199 P/W 33.3%	Invoice	08/25/2016	08/31/2016	.46	.46	100-42-41717		816
8/25/16	2	meter 536199 P/W 33.3%	Invoice	08/25/2016	08/31/2016	.47	.47	200-42-41717		816
8/25/16	3	meter 536199 P/W 33.3%	Invoice	08/25/2016	08/31/2016	.47	.47	210-42-41717		816
8/25/16	4	meter 536199 LIBRARY	Invoice	08/25/2016	08/31/2016	1.41	1.41	100-45-41717		816
8/25/16	5	meter 180993 WASTEWATER	Invoice	08/25/2016	08/31/2016	2.91	2.91	200-60-41717		816
8/25/16	6	meter 180993 WATER	Invoice	08/25/2016	08/31/2016	2.91	2.91	200-60-41717		816
8/25/16	7	meter 520352 PW 1241 WAR EAGLE	Invoice	08/25/2016	08/31/2016	2.06	2.06	100-50-41717		816
8/25/16	8	meter 517964 Woodside Treatment Plant	Invoice	08/25/2016	08/31/2016	2.06	2.06	210-70-41717		816
8/25/16	9	meter 426719 Woodside Treatment Plant	Invoice	08/25/2016	08/31/2016	2.06	2.06	210-70-41717		816
8/25/16	10	meter 529797 STREET 1811 Merlin LP	Invoice	08/25/2016	08/31/2016	14.07	14.07	100-40-41717		816
8/25/16	11	meter 481812 HFD 617 S 3rd Ave	Invoice	08/25/2016	08/31/2016	15.58	15.58	100-55-41717		816

Invoice Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 384 INTERMOUNTAIN GAS COMPANY:									
					44.46	44.46			
6254 NALDER, CALVIN									
8/29/16	1 per diem for Idaho Fire Code Official Training in Bois	Invoice	08/29/2016	08/31/2016	127.50	127.50	100-55-41724		816
Total 6254 NALDER, CALVIN:									
					127.50	127.50			
520 PACIFIC STEEL & RECYCLING									
65109	1 RECYCLED MATERIAL ACCOUNT CREDIT	Invoice	07/19/2016	08/31/2016	229.45-	229.45-	100-40-41403		816
Total 520 PACIFIC STEEL & RECYCLING :									
					229.45-	229.45-			
368 WESTERN STATES CAT									
IN0000	1 IN000016009 TROUBLESHOOT ENGINE	Invoice	04/26/2016	05/16/2016	331.00	331.00	100-40-41403		516
PR040	1 PR040028554 CR - BRACKET AND FENDER PD C	Invoice	01/05/2016	03/31/2016	468.34-	468.34-	100-40-41405		316
Total 368 WESTERN STATES CAT :									
					137.34-	137.34-			
2609 WHITE, KELLY									
8/29/16	1 perdiem for Idaho Fire Code training in Boise 9/14-9/	Invoice	08/29/2016	08/31/2016	127.50	127.50	100-55-41723		816
Total 2609 WHITE, KELLY:									
					127.50	127.50			
1240 WILLIAMSON LAW OFFICES, PLLC									
8/31/16	1 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	100-15-41313		816
8/31/16	2 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	200-15-41313		816
8/31/16	3 professional services	Invoice	08/31/2016	08/31/2016	1,730.00	1,730.00	210-15-41313		816
Total 1240 WILLIAMSON LAW OFFICES, PLLC:									
					5,190.00	5,190.00			
Total :									
					18,071.02	18,071.02			
Current period checks for future period invoices.									
176 ALLINGTON, RICK									
116	Chk No: 39441 (1)	Calculated	08/31/2016			3,570.67-	1000020301		916
Total 176 ALLINGTON, RICK:									
					.00	3,570.67-			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total Current period checks for future period invoices.:										
						.00	3,570.67-			
Grand Totals:						18,071.02	14,500.35			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100020301	.00	3,570.67-	3,570.67-
100-15-41313	1,730.00	.00	1,730.00
100-40-41403	331.00	229.45-	101.55
100-40-41405	.00	468.34-	468.34-
100-40-41717	401.19	.00	401.19
100-42-41713	63.26	.00	63.26
100-42-41717	172.46	.00	172.46
100-45-41717	706.32	.00	706.32
100-50-41717	2.06	.00	2.06
100-55-41717	283.29	.00	283.29
100-55-41723	127.50	.00	127.50
100-55-41724	127.50	.00	127.50
200-15-41313	1,730.00	.00	1,730.00
200-42-41713	63.27	.00	63.27
200-42-41717	172.47	.00	172.47
200-60-41713	534.20	.00	534.20
200-60-41717	2.91	.00	2.91
210-15-41313	1,730.00	.00	1,730.00
210-42-41713	63.27	.00	63.27
210-42-41717	172.46	.00	172.46
210-70-41713	55.20	.00	55.20
210-70-41717	10,300.45	.00	10,300.45
Grand Totals:	18,768.81	4,268.46-	14,500.35

Summary by General Ledger Posting Period

Return to Agenda

City of Hailey

COMMUNITY DEVELOPMENT DEPARTMENT

115 MAIN STREET SOUTH
HAILEY, IDAHO 83333

Zoning, Subdivision, Building and Business Permitting and Community Planning Services

(208) 788-9815
Fax: (208) 788-2924

September 2, 2016

TO: Mayor and Council

FM: Lisa Horowitz, Community Development Director

RE: Work Session on Business License Renewal

- ATTACHMENT 1: Title 5, Business Licenses and Regulations, Section 5.02, Licenses Generally
- ATTACHMENT 2: 2015 Business License Activity Summary and August, 2016 Business License Activity Report
- ATTACHMENT 3: Fire Department Sample Inspection Reports

1. History

The State of Idaho regulates a variety of industry-specific and occupation-specific licenses (in addition to federal requirements). Locally, each County and City determines if a business license program is merited.

The purpose of local business license programs are first and foremost health and safety: to confirm that buildings are safe to occupy for the use proposed, and that zoning, building, fire code and other city requirements are met. The City adopted Business License regulations in 1992 (Ordinance 605). The initial program did not have a fee for annual renewals. A renewal fee was established in 1996 (Ordinance 689). At that time, the renewal fee was the same as the base fee (\$25). The fees were modified in 2004 to reflect the additional work on the part of City staff to process new business licenses as compared to renewals. Currently, a new business license costs \$125 and renewals are charged \$50.

A ballot measure was placed by referendum on the ballot in 2008 regarding repeal of the Business License program. By a vote of 839 to 372, Hailey voters retained the program.

As of this report, the City of Hailey has 440 active businesses that are licensed. (Not-for-profit businesses, government agencies, political subdivisions and special districts are

Page 1 of 5

exempt from the fees, but are required to obtain a license, and are included in the total).

2. Current regulations.

Attachment 1 outlines the current municipal code regulations for business licensing and renewal. The following standards are evaluated by staff:

- A. Compliance with Building and Fire Regulations. Staff checks a variety of compliance issues such as exiting, occupancy type, occupancy load, storage of flammable materials, past violations, building violations.
- B. Compliance with Zoning Requirements. The premises must be zoned for the use proposed, and the building/premises in compliance with zoning code regulations.
- C. Water and Sewer Connection Required. All businesses are required to be connected to water and sewer (and in some cases obtain Wastewater Pretreatment Permits).
- D. Outdoor Use. Encroachment into public rights of way is prohibited, with some sidewalk exceptions.
- E. Weapons Sales. Alarm systems are required for businesses selling or distributing firearms.
- F. Childcare Businesses: Since 2009, day care businesses caring for 7 or more children in Idaho have been regulated by the State (Idaho Code Title 39, Chapter 11. According to the Idaho Department of Health and Welfare, 61 of the 201 cities in Idaho have some form of day care requirements (business license, planning and zoning review or day care permit). However, the City of Hailey requires all day care businesses to be licensed, of which approximately 40% serve fewer than 7 children.

Business licensing is a collaborative effort between the City Clerk, Community Development (both Planning and Building), Public Works and Fire Departments. A summary of 2015 Business License activity and a snapshot of a typical month in 2016 are attached to this report. All key departments (Fire, Community Development, Police, Water, Sewer, and Clerk) review new business licenses. Inspections by Fire and Building are common.

The City issues about 44 business license renewals per month. The Hailey Fire Department has been making a concerted effort since 2014 to provide inspections of existing businesses. The Department has a goal of inspecting all businesses in Hailey on an approximately 18-month rotation. The following illustrates this progress:

Year	# of Inspections (New and Renewals combined)	Comments
2014	80	Business self-inspection program was in place at this time
2015	221	
2016 to date	203 (380 anticipated by the end of the calendar year)	Average 7 per week. Recently developed a door hangar for businesses that are not open/available when the inspector arrives

Inspections can vary from 10-15 minutes for a small office, to 2-3 days for a large, complex business. These routine inspections have uncovered issues such as:

- Locked or inoperable required exit doors
- Exterior Barbeques used inside buildings
- Sleeping bedrooms with no egress
- Improper storage of hazardous materials
- Flammable paint cans improperly stored
- Beams disconnected from floor joists
- Inoperable Automatic fire extinguishers
- Firewalls with illegal penetration between businesses

As part of the renewal program, the City houses information about businesses that choose to participate in the City's on-line business directory. During the recession, the City implemented a Fire Extinguisher Program which provided businesses with a voluntary City inspection of the business fire extinguishers. This program will likely be phased out by year end.

The Fire Department previously offered a business safety self-inspection option. This was determined to be problematic due to a combination of personnel changes and the fact that business owners were often not trained in inspection procedures and practices. This program was discontinued.

The other primary benefits of the business license renewal program are 1) to take a proactive approach to potential safety problems, and 2) to create a robust business data base which is used by the City and other organizations. The Community Development

Department, Chamber of Commerce and Sun Valley Economic Development all use the City's business license data base to develop a variety of reports, and to create a snapshot of Hailey economic activity. This data base can be sorted by type of business, number of employees, business size, and business location. The Blaine County GIS also uses the city's emergency contact information on an annual basis from this data base. Community Development and Clerks Department staff spend approximately 5 hours per week processing renewals and maintaining the Hailey business data base. The data base is unique, and is not duplicated or replicated by any other partner agencies.

3. Options for consideration regarding business license renewals

Option	Pros	Cons
A. Leave business license renewal fees as-is	<ul style="list-style-type: none"> • Simple • Addresses inspection and processing costs, but does not address the actual costs of inspections • Keeps data base intact 	<ul style="list-style-type: none"> • Businesses with no changes pay more than businesses that make changes • Inspections are not every year
B. Repeal the business license renewal fee for businesses which have not moved and which currently have a license¹	<ul style="list-style-type: none"> • Less costs for existing businesses 	<ul style="list-style-type: none"> • No revenue to cover health/safety inspections for businesses that have a license and do not move • Less revenue to cover business license data base upkeep • A fee schedule and separate license would need to be established for taxis and day care businesses
C. Charge the full renewal fee on a rotation basis, such as every 3 years. Sync Fire Department inspections on a 3-year rotation.	<ul style="list-style-type: none"> • Businesses only pay in the year the service is rendered • Creates predictability for Fire Department rotation schedule 	<ul style="list-style-type: none"> • Fees paid every third year may not be adequate for annual program management • Adjacent businesses also benefit from safety inspections • More complex to bill
D. Create a variable fee based on the complexity of the type of business.	<ul style="list-style-type: none"> • Accurate representation of time spent by Fire/Building • Method used by many other cities 	<ul style="list-style-type: none"> • More complex • Fees would likely be less for some classes of business but more for others

¹ If the fee is repealed, the City would need to establish a separate fee for bi-annual Fire Department inspection of Day Cares (similar to the City of Bellevue and Blaine County), and a separate permit for taxis

E. Lower the business license renewal fee	<ul style="list-style-type: none"> Less cost for business 	<ul style="list-style-type: none"> Costs not covered by fees would be subsidized by general taxes
--	--	--

4. Current revenues and program costs

The business license renewal program currently produces the following revenues.

Renewals	Annual Revenue
General (357 @ \$50)	\$17,580
Taxis (5 at \$250)	\$ 1,250
Day Care (13 @ \$650 total for year)	\$ 650
Total	\$19,750

Staff costs include:

- 5 administrative staff hours per week updating the data base for business licenses, processing renewals, entering payments and creating reports from the business license data base, which equates to about \$6,227 per year (salaries plus benefits)
- The Fire Department spends an average of 25 hours per week doing safety inspections on existing businesses, which equates to about \$45,500 per year (salaries plus benefits).

Total cost for the Business License Renewal Program: \$51,227. Total revenues: \$19,750

5.02.005

5.02.010

CHAPTER 5.02

LICENSES GENERALLY

SECTION:

- 5.02.005: Purpose
- 5.02.010: Definitions
- 5.02.015: Applicability
- 5.02.020: Required Application
- 5.02.030: Exceptions
- 5.02.040: Standards For Issuance Of License
- 5.02.050: License Fee; Renewal
- 5.02.060: Change Of Location
- 5.02.070: Prohibition Against Doing Business Without A License
- 5.02.080: Right Of Appeal
- 5.02.090: Enforcement

5.02.005: **PURPOSE:** The purpose of the city of Hailey business license is to provide a process whereby the city is able to confirm buildings within the city of Hailey are safe to occupy and the use and building are compatible and comply with all applicable city requirements, such as building, fire and zoning codes, and to coordinate city and state regulations, to the greatest extent possible, to facilitate the permitting process for business owners. (Ord. 1095 §§ 1 - 6, 2011)

5.02.010: **DEFINITIONS:** In construing the provisions of this chapter, the following definitions shall apply:

- | | |
|----------------------------|---|
| BUSINESS OR
OCCUPATION: | All activities, trades and pursuits conducted or engaged in for profit. |
| CITY: | The city of Hailey, Idaho. |
| CITY CLERK: | The city clerk of the city of Hailey, Idaho, or his/her designee acting as the licensing officer. |

5.02.010

5.02.020

NOT FOR PROFIT
BUSINESS:

Any organization exempt from taxation as provided by 26 USC 501 and meeting all the requirements for the exemption provided by 26 USC 503.

PERSON:

Any individual, firm, partnership, company, corporation, joint venture, association or other business entity.

PREMISES:

All real property and structures where any business or occupation is conducted.

PUBLIC STREET OR
PLACE:

Sidewalk, street, alley, highway, public right of way, park, parking lot or other place owned in fee by the city or in, on or over which an easement exists in the name of or held by the city, or which exists for the benefit and use of the public. (Ord. 1095 §§ 1 - 6, 2011; Ord. 1051 § 1, 2010; Ord. 872 § 1, 2004; Ord. 593 § 1, 1992)

5.02.015: **APPLICABILITY:** Except as otherwise provided in section 5.02.030 of this chapter, it shall be unlawful for any person to conduct a business within the city of Hailey in any and all situations where suppliers, vendors, customers, clients and/or members of the general public visit or frequent the premises where the business or occupation is conducted, including, without limitation, wholesale businesses, retail businesses, personal service businesses, professional service businesses, childcare services, restaurants and bars, without first applying for and being granted by the city a business license. (Ord. 1095 §§ 1 - 6, 2011)

5.02.020: **REQUIRED APPLICATION:** A business license shall be required for each premises located within the city in which any person is engaged in any business or occupation. Any person conducting such a business or engaged in such an occupation shall apply for the required business license by filling out an application provided by the city clerk. A license shall be required for each branch establishment and/or separate location of a business. (Ord. 593 § 3, 1992)

5.02.030: **EXCEPTIONS:** The following activities are exempted from the provisions of this chapter:

- A. Any sales under court order;
- B. A bona fide auction sale;
- C. Garage, yard or similar sales by individual at their residence or place of business not exceeding twice in one calendar year; which sales shall not include business inventory;
- D. Any business activity or event approved under chapter 5.24, "Fireworks", of this title or title 12, chapter 12.14, "Special Events", of this code; and
- E. Home occupations, as defined by the Hailey zoning ordinance, Hailey ordinance 532, as amended. (Ord. 1095 §§ 1 - 6, 2011; Ord. 903 § 2, 2005; Ord. 872 § 2, 2004; Ord. 593 § 2, 1992)

5.02.040: **STANDARDS FOR ISSUANCE OF LICENSE:** A business license and any renewals or amendments thereto shall be issued by the city clerk only to applicants who meet the following requirements:

- A. Compliance With Building And Fire Regulations: The business and premises for which the business license application is made has not been cited by the building or fire departments for a violation of the adopted international building or fire codes, or, having been cited for such violation, is in the process of correcting or has corrected or addressed the violation to the satisfaction of the building official or fire chief. Businesses relocating in new structures or remodeled structures and all new businesses opening for the first time shall have obtained a certificate of occupancy furnished by the city building inspector establishing that the premises is not in violation of the applicable international building code and applicable international fire code.
- B. Compliance With Zoning Requirements: The business and premises for which the application is made are not in violation of any zoning regulations.
- C. Water And Sewer Connection Required: Except as otherwise exempted herein, the business and premises for which the application is made shall be connected to city water and sewer systems,

and shall not be in violation of any section of title 13 of this code. An outdoor storage business which does not otherwise require a water or sewer connection shall be exempt from any such connection.

- D. **Outdoor Use:** The business and premises for which the application is made shall not be placed upon or encroach upon any public street or place, with the exceptions of sidewalks. Encroachments upon private parking or yard areas, public sidewalks or other areas outside of a business structure connected to city water and sewer systems shall be shown clearly upon the business license application and shall not restrict a clear six foot (6') lane for pedestrian traffic. The encroachment must meet all other applicable rules, regulations and ordinances of the city of Hailey. The intended use of any business areas outside of a business structure connected to city water and sewer systems, whether upon public sidewalks or private parking and yard areas, shall be shown upon the application, and shall be restricted to the same use and business activity as is conducted within the business structure connected to city water and sewer systems.
- E. **Weapon Sales:** For any business selling or distributing any firearm, shotgun, rifle or handgun, as defined in 18 USC 921, the applicant shall install and/or use an alarm system connected to a public dispatch, such as the Blaine County communications center.
- F. **Childcare Businesses:** Any business providing childcare services, regardless of the number of children being cared for, shall obtain a state of Idaho childcare license, pursuant to Idaho Code title 39, chapter 11, and Idaho administrative procedures act (IDAPA), standards for childcare licensing, and shall provide the city a copy of such state license and shall provide the full names of all employees and volunteers. The full names of any new employees or volunteers hired at any time after a business license has been approved are required to be submitted to the city. (Ord. 1155, 2014; Ord. 1095 §§ 1 - 6, 2011; Ord. 1004 § 1, 2008; Ord. 903 § 1, 2005; Ord. 872 § 3, 2004; Ord. 593 § 6, 1992)

5.02.050: **LICENSE FEE; RENEWAL:** A nonrefundable business license fee for the administrative costs of processing applications shall be paid by each applicant at the time of making application for any business license. The license shall be issued for one year from the date of application approval. All business licenses required hereunder shall be renewed annually for each year or portion of the year in which the business or occupation subject to this chapter remains in operation. There shall

be a proration of fees for licenses renewed for a portion of the year, proportional to the amount of months the business plans to remain in operation. In no case will refunds of renewal fees be given. The amount of the fees provided for herein shall be set by resolution of the city council. Any agency of the United States government and political subdivisions of the state of Idaho, including counties, school districts, sewer districts, fire districts and other special districts, and not for profit businesses shall be exempt from payment of the license fee required by this section, but shall be required to obtain a license and annual renewals of said license, and shall be subject to all other provisions of this chapter. (Ord. 1004 § 2, 2008; Ord. 872 § 4, 2004; Ord. 689 § 1, 1996)

5.02.060: **CHANGE OF LOCATION:** No licensee shall change the location of a licensed business without having applied for and received a new business license pursuant to the terms of this chapter. (Ord. 593 § 7, 1992)

5.02.070: **PROHIBITION AGAINST DOING BUSINESS WITHOUT A LICENSE:** No person shall engage in any business or occupation within the boundaries of the city without first having obtained a business license as required by this chapter. All business licenses required under this chapter shall be displayed on the business premises in a location clearly visible to the general public. (Ord. 872 § 5, 2004; Ord. 689 § 2, 1996; Ord. 593 § 5, 1992)

5.02.080: **RIGHT OF APPEAL:** An appeal from any decision of the city clerk made in the administration or enforcement of this chapter may be made to the city council by filing a written appeal and fee with the city clerk within fifteen (15) days following the date of the action or decision giving rise to the appeal. Upon hearing the appeal, the city council shall consider the record, the decision of the city officer, and the written appeal, together with oral presentation by the appellant, the city officer or administrator and the applicant. The city council may affirm, reverse or modify the decision of the city clerk. The city council shall not substitute its judgment for that of the city clerk as to the weight of the evidence on questions of fact. The city council shall affirm the city clerk's decision unless the city council finds the decision is: a) clearly erroneous; b) arbitrary, capricious or an abuse of discretion; or c) not supported by substantial evidence in the record as a whole. The city clerk shall transmit a copy of the city council's decision and findings to the appellant, the applicant and any other person or entity who has requested a copy in writing. The fee for

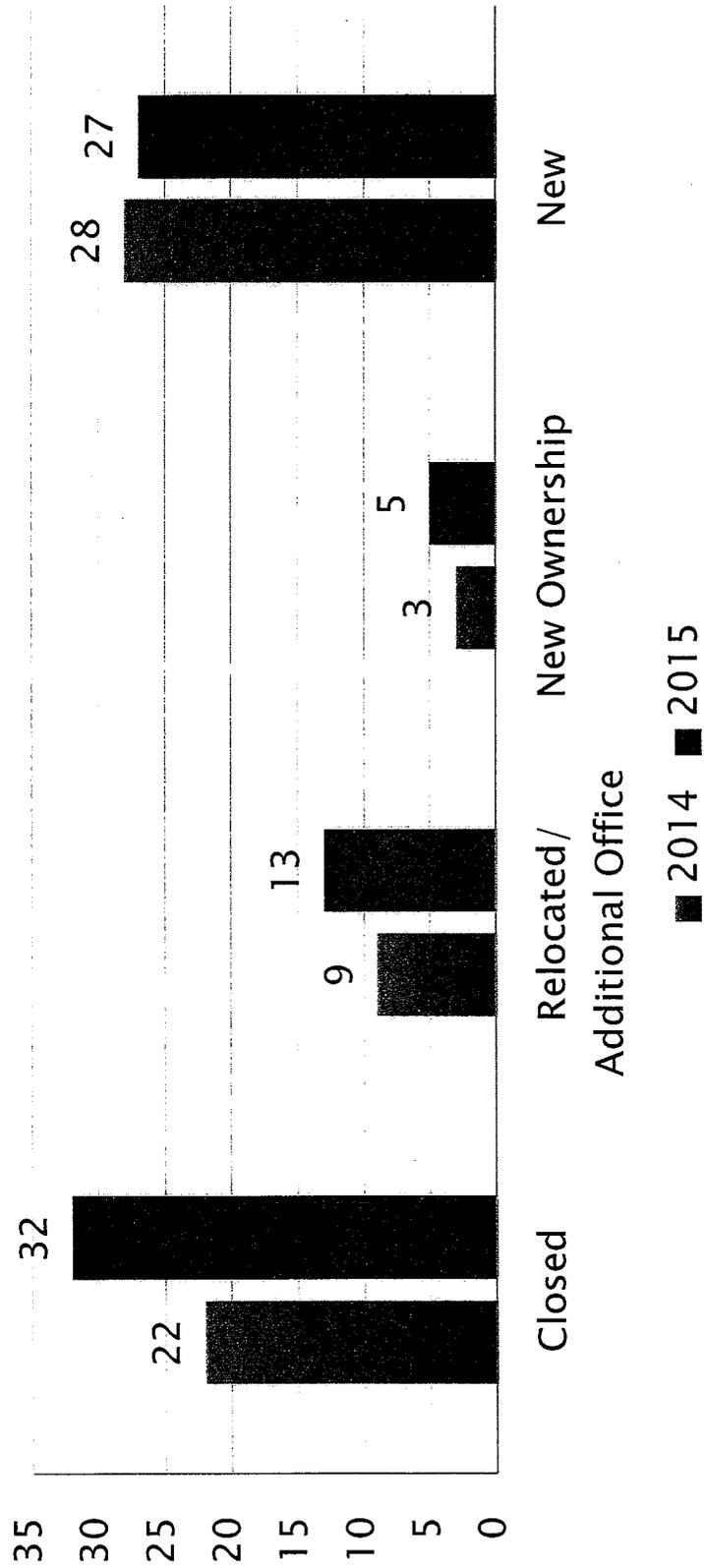
processing the appeal shall be set by resolution of the city council. (Ord. 872 § 6, 2004; Ord. 593 § 8, 1992)

5.02.090: **ENFORCEMENT:**

- A. Civil Liability: The city attorney shall, at the direction of the city council, institute civil suit in the name of the city to enforce compliance with the provisions of this chapter by injunctive relief, declaratory relief or other civil remedy. The city shall be entitled to recover its costs and attorney fees from the other party upon prevailing in any such civil action. No civil judgment, or any act by the city or the violator, shall bar or prevent a criminal prosecution for each and every violation of this chapter.

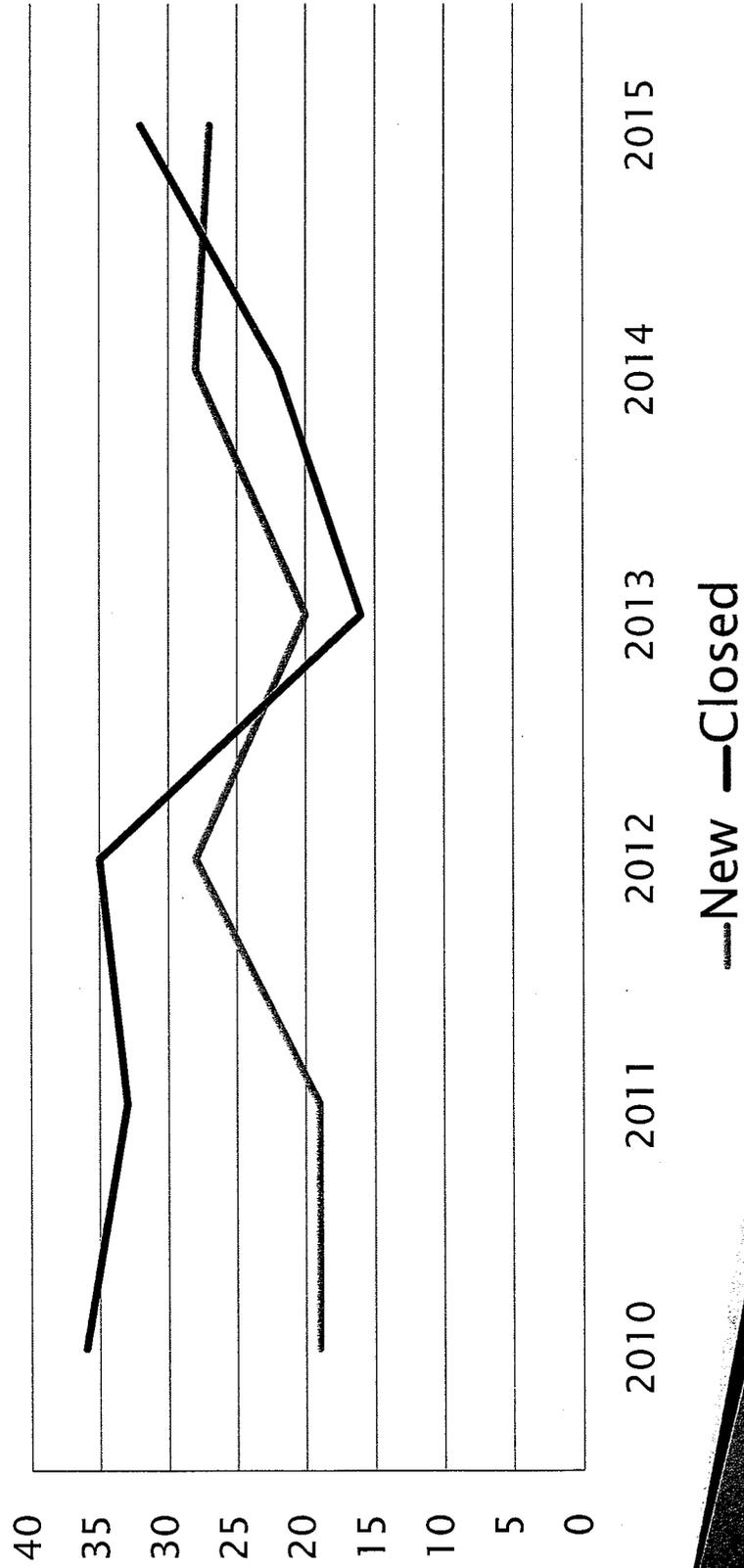
- B. Criminal Liability: A person who violates any provision of this chapter or operates any business or occupation for which a license is required by this chapter without having first obtained a license, as herein provided, shall be guilty of a misdemeanor, punishable by a fine not to exceed three hundred dollars (\$300.00), or imprisonment for not more than thirty (30) days, or both such fine and imprisonment, which penalty shall be in addition to any other penalties provided in this chapter. Each day that a violation of this chapter occurs shall be deemed a separate offense. (Ord. 593 § 9, 1992)

2014/2015 Year End Comparison



Business Licensing

NEW vs. CLOSED



	A	B	C	D	E	F	G	H	I	J	K	L	M
1	August 2016 Pending Business Licenses												
2	Bob Cole Roger Jeff Christian Jimmy/Jeff												
3	Name	Type	Received	Routed	Health	Water	WW	Police	Fire	Building	Lot	Alcohol	Sign
4	Pitter Patter Place	Waiting on Daycare License	3/28/2016		N/A				3/15/2016	No Concerns	N/A	N/A	N/A
5	Aunite M's, Inc.	Daycare	3/29/2016		N/A		4/6/2016		9/18/2015	No Concerns	N/A	N/A	N/A
6	Dark to Light Productions	Existing Business - Relocated	3/31/2016		N/A		4/5/2016			No Concerns	N/A	N/A	N/A
7	Muleshoe Tavern	New Owner, Existing Business	6/24/2016	6/30/2016	8/8/2016	6/30/2016	7/5/2016	6/30/2016	6/30/2016	No Concerns	Yes	In Process of Applying	N/A
8	Sara's Place Daycare	Existing Business - Renewal			N/A				5/14/2015	No Concerns	N/A	N/A	N/A
9	A.S.A. Moving	Existing Business, New License	7/21/2016	7/21/2016	N/A						N/A	N/A	N/A
10	Britt Davis, LLC	New Owner, New Business	8/1/2016	8/2/2016	N/A	8/2/2016	8/3/2016	8/2/2016	8/15/2016	No Concerns	N/A	N/A	N/A
11	Pathway of Wellness	New Owner, New Business	8/1/2016	8/2/2016	N/A	8/2/2016	8/4/2016	8/2/2016	8/8/2016	No Concerns	N/A	N/A	N/A
12	Valley Gas/Stir the Pot, LLC	Existing Business, Amendment	8/2/2016	8/2/2016	Approved	8/2/2016	8/16/2016	8/2/2016	8/8/2016	No Concerns	Yes	N/A	N/A
13	JG Works LLC	New Owner, New Business	8/9/2016	8/9/2016	N/A				8/25/2016	No Concerns	N/A	N/A	N/A
14	ProSource	Existing Business and Owner	8/23/2016	8/24/2016					8/24/2016				
15	Native Landscapes	New Business											
16	Natural Grocers	New Business	8/23/2013	8/24/2016									

	A	B	C	D	E	F	G	H	I	J	K	L	M
September 2016 Pending Business Licenses													
1													
2													
3													
	Name	Type	Received	Routed	Health	Water	WW	Police	Fire	Building	Lot	Alcohol	Sign
4	Pitter Patter Place	Waiting on Daycare License	3/28/2016		N/A				3/15/2016	No Concerns	N/A	N/A	N/A
5	Aumite M's, Inc.	Daycare	3/29/2016		N/A		4/6/2016		9/18/2015	No Concerns	N/A	N/A	N/A
6	Dark to Light Productions	Existing Business - Relocated	3/31/2016		N/A		4/5/2016	4/5/2016		No Concerns	N/A	N/A	N/A
7	Sara's Place Daycare	Existing Business - Renewal			N/A				5/14/2015	No Concerns	N/A	N/A	N/A
8	A.S.A. Moving	Existing Business, New License	7/21/2016	7/21/2016	N/A						N/A	N/A	N/A
9	ProSource	Existing Business and Owner	8/23/2016	8/24/2016					8/24/2016				
10	Native Landscapes	New Business											
11	Natural Grocers	New Business	8/23/2013	8/24/2016									



Inspection

General Fire & Life Safety

Hailey Fire Department
 P.O. Box 1192
 Hailey, ID 83333
 Phone: 208-788-3147
 Fax: 208-788-0279
 Email: hfd@haileycityhall.org

Activity Date: 08/03/16 10:00:00 AM
 Activity Number: 0007-2016-GroupCode-046
 Activity Cause: Periodic
 Inspector 1 Name: Christian Ervin
 Inspector 1 Phone: 208-818-0336

Status: Pass

Business Owner

~~XXXXXXXXXX~~ (Small Office)
~~XXXXXXXXXX~~
 Hailey, ID 83333
 Phone: ~~XXXXXXXXXX~~

Occupancy Type: Business, Mercantile
 Property Use: Business Office
 Total Violations: 2
 Corrected Violations: 0

Inspection Detail Not Cited Above

Reference Number: 2012 International Fire Code 605.5 Extension cords.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Comment: The extension cords running the AC units need to be replaced with a power strip containing overload protection.

Reference Number: 2012 International Fire Code 906.2 General requirements.

Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1. The travel distance to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2. Thirty-day inspections shall not be required and maintenance shall be allowed to be once every three years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1. Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2. Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3. The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4. Electronic monitoring devices and supervisory circuits shall be tested every three years when extinguisher maintenance is performed. 2.5. A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. 3. In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.

Comment: There needs to be a current annual inspection tag on the extinguisher. Your extinguisher is due for its 6 year service. Either it needs to be serviced or replaced.

Pre Existing Inspection Details

Business Owner

[REDACTED]

[REDACTED]

[REDACTED]

Hailey, ID 83333

Phone: [REDACTED]

Occupancy Type: Business, Mercantile
Property Use: Business Office
Total Violations: 2
Corrected Violations: 0

Reference Number: 2012 International Fire Code 605.5 Extension cords.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Comment: The extension cord in the office on the southwest corner of the building must be removed and the surge protector must be plugged directly into the wall.

Reference Number: 2012 International Fire Code 605.5 Extension cords.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Comment: The extension cord in the basement must be removed. There needs to be permanent wiring installed by an electrician so the heating elements on the water pipes may be plugged directly into an outlet.

Expected Correction Date: 02/09/2015

Corrective Action: This must be completed by 2-9-2015. Another inspection will occur to verify the violations have been corrected.

Reference Number: 2012 International Fire Code 1006.4 Performance of system.

Emergency lighting facilities shall be arranged to provide initial illumination that is at least an average of 1 foot-candle (11 lux) and a minimum at any point of 0.1 foot-candle (1 lux) measured along the path of egress at floor level. Illumination levels shall be permitted to decline to 0.6 foot-candle (6 lux) average and a minimum at any point of 0.06 foot-candle (0.6 lux) at the end of the emergency lighting time duration. A maximum-to-minimum illumination uniformity ratio of 40 to 1 shall not be exceeded.

Comment: The emergency lighting near the back door of the business is not working. This needs to be repaired so it is in working condition.

The next "General Fire & Life Safety" is due on or before: 9/2/2016

Christian Ervin
Hailey Fire Department
P.O. Box 1192
Hailey, Idaho 83333
208-818-0336
christian.ervin@haileycityhall.org



Inspection

General Fire & Life Safety

Hailey Fire Department
P.O. Box 1192
Hailey, ID 83333
Phone: 208-788-3147
Fax: 208-788-0279
Email: hfd@haileycityhall.org

Activity Date: 07/21/16 11:00:00 AM
Activity Number: 0007-2016-GroupCode-044
Activity Cause: Periodic
Inspector 1 Name: Christian Ervin
Inspector 1 Phone: 208-818-0336

Status: Pass

Business

~~██████████~~ (Large retail)

~~██████████~~
Hailey, ID 83333
Phone: ~~██████████~~

Occupancy Type: Business, Mercantile
Property Use: Food and Beverage sales, grocery store
Total Violations: 5
Corrected Violations: 0

Inspection Detail Not Cited Above

Reference Number: 2012 International Fire Code 605.5 Extension cords.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Comment: The extension cord in the bakery must be removed and replaced with a power strip containing overload protection.

Reference Number: 2012 International Fire Code 315.3.1 Ceiling clearance.

Storage shall be maintained 2 feet (610 mm) or more below the ceiling in nonsprinklered areas of buildings or a minimum of 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

Comment: There needs to adequate space between storage of items and sprinkler heads. Pharmacy and Produce areas.

Reference Number: 2012 International Fire Code 5303.5 Security.

Compressed gas containers, cylinders, tanks and systems shall be secured against accidental dislodgement and against access by unauthorized personnel in accordance with Sections 3003.5.1 through 3003.5.3.

Comment: The compressed gas cylinders in the produce area need to be secured.

Reference Number: 2012 International Fire Code 509.2 Equipment access.

Approved access shall be provided and maintained for all fire protection equipment to permit immediate safe operation and maintenance of such equipment. Storage, trash and other materials or objects shall not be placed or kept in such a manner that would prevent such equipment from being readily accessible.

Comment: There cannot be anything stored within 3 feet of sprinkler riser and alarm panels. All of these items need to be removed.

Business

██████████
██████████
██████████
Hailey, ID 83333
Phone: ██████████

Occupancy Type: Business, Mercantile
Property Use: Food and Beverage sales, grocery store
Total Violations: 5
Corrected Violations: 0

Reference Number: 2009 International Fire Code 1003.6 Means of egress continuity.

The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component as specified in this chapter. Obstructions shall not be placed in the required width of a means of egress except projections permitted by this chapter. The required capacity of a means of egress system shall not be diminished along the path of egress travel.

Comment: The things stored in front of the rear exit doors must be removed. Nothing can be stored in the exit corridor.

Pre Existing Inspection Details

Reference Number: 2012 International Fire Code 315.3.1 Ceiling clearance.

Storage shall be maintained 2 feet (610 mm) or more below the ceiling in nonsprinklered areas of buildings or a minimum of 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

Comment: Areas where items are piled within 18" of sprinkler deflector plate are as follows: 1. Top shelf in the deli 2. Inside the dairy cooler 3. Produce back room 4. Pharmacy Bathroom It is also recommended to clean any sprinkler heads that are excessively dirty.

Reference Number: 2012 International Fire Code 605.5 Extension cords.

Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.

Comment: The following extension cords and 3-way splitters need to be replaced with surge protectors. 1. Deli 3-way splitter. 2. Meat department behind case extension cord. 3. Photo area extension cord. 4. Pharmacy- extension cord for shredder. 5. Pharmacy back counter- 3- way splitter

Reference Number: 2012 International Fire Code 901.4.6 Pump and riser room size.

Fire pump and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and an unobstructed passageway large enough to allow removal of the largest piece of equipment.

Comment: The sprinkler riser needs a 3' clearance around it. No items may be placed within 3' of the riser. Also, the vertical ladder to access above the coolers needs to have adequate clearance for firefighter access. Removal of the items obstructing this access needs to be completed.

The next "General Fire & Life Safety" is due on or before: 8/20/2016

MEMORANDUM

TO: Hailey Mayor and City Council
FROM: Ned C. Williamson
DATE: September 8, 2016
RE: Business License Fees

I. INTRODUCTION

We are conducting a public hearing to determine whether Hailey will adopt an ordinance as proposed in the initiative petition which proposes to eliminate the renewal of business licenses. *See Initiative Petition No. 2017-2.*¹ Idaho Code § 34-1801B(15) provides:

The city council shall have the option to adopt the ordinance proposed by initiative within thirty (30) days after the notification pursuant to section 34-1807, Idaho Code, provided that the petition has the required number of signatures. The city council shall hold a public hearing on the proposed ordinance within the thirty (30) day period, preceded by legal notice published once in the official city newspaper at least seven (7) days preceding the hearing. If the ordinance is not adopted by the council by the end of the thirty (30) day period, the initiative shall be put on the ballot.

I have drafted an ordinance which incorporates the initiative petition *in toto*. In the event, the Council adopts the attached ordinance, then there will be no election to determine whether the voters wish to adopt Initiative Petition No. 2017-2. But, if the Council declines to adopt or modifies the substance of the attached ordinance, there must be an election to determine whether the voters wish to adopt the Initiative Petition No. 2017-2.

¹ At the last City Council meeting, the Council decided not to consider the initiative petition which would eliminate commercial development impact fees and require the reimbursement of such fees. *See Initiative Petition no. 2017-1.* Therefore, an election on Initiative Petition No. 2017-1 will be conducted in November, 2017. *Idaho Code § 34-1801B.*

II. LEGAL PRINCIPLES

I want to outline the general legal principles relating to business license fees. Idaho recognizes three categories of assessing charges on the public or particular users. *Idaho Building Contractors Association, Inc. v. City of Coeur d'Alene*, 126 Idaho 740, 742-43, 890 P.2d 326, 328-29 (1995). First, Article 7, Section 6 of the Idaho Constitution allows a city to tax its residents subject to the taxing power given to the municipality by the legislature (“taxes”). *Id.*, at 742, 890 P.2d at 328. Second, Article 12, Section 3 of the Idaho Constitution allows a city to charge regulatory fees incidental to the enforcement of a regulation (“regulatory fees”). *Id.*, at 742-43, 890 P.2d at 328-29. Third, a city may assess taxes or fees if allowed by statute (“statutory fees”). *Id.*, citing *Kootenai County Property Association v. Kootenai County*, 115 Idaho 676, 769 P.2d 553 (1989).

I believe business license fees fit into the third category of statutory fees. Idaho Code § 50-307 provides a legal basis to assess a fee for a business license and therefore should be treated as a statutory fee. Idaho Code § 50-307 provides:

Cities shall have authority to levy and collect a license fee on any occupation or business within the limits of the city and to regulate the same by ordinance. All such fees shall be uniform in respect to the classes upon which they are imposed.

The statute provides the limited guidance that business license fees must be “uniform in respect to the classes upon which they are imposed.” But the courts have added some guidance. In 1923, the Idaho Supreme Court reviewed the predecessor to Idaho Code § 50-307. *State v. Nelson*, 36 Idaho 713, 213 P. 358 (Idaho 1923). *Nelson* was overruled in part by the Idaho Supreme Court in 1984. *Greater Boise Auditorium District v. Royal Inn of Boise*, 106 Idaho 884, 888, 684 P. 2d 286, 290 (1984). At the end of the day, these cases stand for the principle that business license fees are legal but cannot be imposed to simply generate revenue.

III. ANALYSIS

The primary decision that you must make is whether business license renewals should be eliminated as requested in Initiative Petition No. 2017-2. As part of your evaluation, you should decide whether business license renewals promote the public health, safety and welfare. If you decide to retain business license renewals, then you should evaluate what uniform fee should be imposed on various classes of businesses. I would suggest using the standard that the fee must bear a reasonable relation to the cost of the regulatory program.² This standard will avoid any challenge that the fee is simply a revenue generating device.

² I believe a business license fee has attributes of a regulatory fee because Idaho Code § 50-307 recognizes that businesses can be regulated. Regulatory fees are permitted provided the fees a) are incidental to the enforcement of a regulation, b) bear a reasonable relation to the cost of the regulatory program and c) are not imposed for revenue raising purposes *Brewster v. City of Pocatello*, 115 Idaho 502, 768 P.2d 765 (1988); *Idaho Building Contractors Ass'n v. City of Coeur d'Alene*, 126 Idaho 740, 890 P.2d 326 (1995).

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 5.02.050 OF THE HAILEY MUNICIPAL CODE TO ELIMINATE THE RENEWAL OF A BUSINESS LICENSE FOR A BUSINESS IN THE CITY OF HAILEY PROVIDED THE BUSINESS HAS AN APPROVED BUSINESS LICENSE AND THE BUSINESS REMAINS AT THE SAME LOCATION PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and the City Council of the City of Hailey wish to amend the business license chapter of the Hailey Municipal code to eliminate annual renewal of a business license provided the business has an approved business license and business licenses will be required; and

WHEREAS, the Mayor and City Council find that such an amendment will further the public health, safety and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 5.02.050 of the Hailey Municipal Code is amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

5.02.050 License Fee-Renewal. A non-refundable business license fee for the administrative costs of processing applications shall be paid by each applicant at the time of making application for any business license. The license shall be issued for the duration of at the time that the business operates upon the approved and licensed premise as long as the business remains at the same location one year from the date of application approval. ~~All business licenses required hereunder shall be renewed annually for each year or portion of the year in which the business or occupation subject to this chapter remains in operation. There shall be a pro-ration of fees for licenses renewed for a portion of the year, proportional to the amount of months the business plan to remain in operation. In no case will refunds of renewal fees be given.~~ The amount of the fees provided for herein shall be set by resolution of the city council. Any agency of the United States government and political subdivisions of the state of Idaho, including counties, school districts, sewer districts, fire districts, and other special districts, and not-for-profit businesses shall be exempt from payment of the license fee required by Section 5.02.50, but shall be required to obtain a license ~~and annual renewals of said license,~~ and shall be subject to all other provisions of the chapter.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of September, 2016.

Fritz X. Haemmerle, Mayor
City of Hailey

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/8/2016 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: _____

SUBJECT:

Memorandum of Understanding Re: Water Rights for Middle School and Resolution No. 2016-____.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Memorandum of Understanding ("MOU") with the Blaine County School District ("BCSD") which would allow BCSD to use a ground water right owned by the City from a well located just north of McKercher Boulevard. Under the MOU, BCSD will construct improvements to divert water from the well and apply the water on the athletic fields at the Middle School. BCSD can then use the water for a three (3) year term at no cost. The MOU recognizes that Hailey would like to acquire a snow storage site and/or parking near Hailey Elementary School. The MOU grants the BCSD an option to purchase Hailey's water right from the well during the three (3) year term, provided the parties reach an agreement to exchange Hailey's water right for BCSD's interest(s) in land for municipal purposes such as snow storage and/or parking.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the MOU and Resolution No. 2016-____ and to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2016-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
WITH BLAINE COUNTY SCHOOL DISTRICT, FOR USE OF THE CITY'S GROUND
WATER RIGHT TO IRRIGATE THE MIDDLE SCHOOL ATHLETIC FIELDS.**

WHEREAS, the City of Hailey desires to enter into a MEMORANDUM OF UNDERSTANDING with BLAINE COUNTY SCHOOL DISTRICT under which BLAINE COUNTY SCHOOL DISTRICT will either give real property to the City of Hailey or purchase the water right for \$180,000.

WHEREAS, the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT have agreed to the terms and conditions of the MEMORANDUM OF UNDERSTANDING, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum Of Understanding between the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT and that the Mayor is authorized to execute the attached Contract,

Passed this 8TH day of SEPTEMBER, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this _____ day of September, 2016 ("Effective Date"), by and between the City of Hailey ("City") and the Blaine County School District No. 61 ("District").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Fritz X. Haemmerle is the duly acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this MOU.

B. The District is a body corporate and politic organized under the laws of the State of Idaho in the business of providing public education. Shawn Bennion is the duly acting Chair of the District. The Board of Trustees for the District has authorized the Chair to execute this MOU.

C. The City owns an irrigation ground water right (Water Right No. 37-20831) ("Water Right") with a place of use located on real property owned by the District, known as the Middle School athletic fields (approximately 9 acres) and from a point of diversion owned by the City, as depicted on attached **Exhibit "A."**

D. The District has been irrigating the Middle School athletic fields with potable water from the City municipal water system and wishes to replace the water from the municipal potable water system with the Water Right.

E. To better develop the Water Right, a pump at the place of diversion, piping and accessory equipment, including a water vault and water meter (collectively referred to as "Improvements") must be constructed to pump the Water Right from the point of diversion and divert the Water Right to the Middle School athletic fields.

F. The City and the District believe it will be in their best interest to allow the District to develop the Water Right by constructing the Improvements to allow the pumping of the Water Right from the point of diversion and the diversion of the Water Right to the Middle School athletic fields. In exchange, the City will not charge any fee for the use of the Water Right during the term of this MOU.

G. The City and District have previously discussed exchanges of land and water. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate future water use by the District in exchange of land.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants, promises, agreements, terms and conditions set forth herein, the parties covenant and agree as follows:

MEMORANDUM OF UNDERSTANDING/1

1. Construction of Improvements. On or before November 30, 2016, weather permitting, the District agrees, at its sole expense, to construct the Improvements to divert the Water Right to the Middle School athletic fields. The District shall also, at its sole expense, construct a water vault and meter within the McKercher Boulevard right-of-way contiguous with the lot line of the Middle School athletic fields. Title to the Improvements located on city property and within the right-of-way for McKercher Boulevard, including the water vault and water meter ("City Improvements") shall belong to the City, while title to the Improvements on the Middle School athletic fields shall belong to the District ("District Improvements"). The City Improvements shall be constructed according to applicable City and state standards. Before the Water Right is diverted, the City shall inspect the City Improvements to ensure the City Improvements are constructed in accordance with the applicable standards.

2. Lease Term. The term of this MOU shall commence on the Effective Date and expire at midnight on October 31, 2019 ("Term").

3. Consideration. During the Term, the City shall not charge the District for use of the Water Right. After the expiration of the Term and if the District does not exercise the option to purchase described in paragraph 8, below, the City shall charge the applicable water user fees to the District.

4. Lease and Use of Water Right. The City shall lease to the District the Water Right during the Term and the District shall use the Water Right in accordance with City and Idaho law and regulations.

5. Maintenance of Improvements. During the Term, the District shall be responsible, at its sole expense, for the maintenance of the Improvements. Following the expiration of the Term, the City shall be responsible, at its sole expense, for the maintenance of the City Improvements and the District shall be responsible, at its sole expense, for the maintenance of the District Improvements.

6. Indemnification. The District covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the District, its agents, employees, assigns, successors, or anyone subcontracting with the District, related to damages that arise out of the design, installation, construction, operation or maintenance of the Improvements, to bodily injury, property damage, personal injury and death that arise out of the District's design, installation, construction, operation and maintenance of the Improvements, and to the provision of any service or duty under this MOU. The District shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. Future Land and Water Exchanges. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate the future use of the Water Right by the District at the Middle School athletic fields, in exchange for an interest in land for municipal purposes, such as snow storage by Hailey in Croy Canyon and/or public parking on the exterior of the athletic fields at Hailey Elementary.

MEMORANDUM OF UNDERSTANDING/2

8. Option to Purchase. For valuable consideration herein provided, including the mutual promises of the parties hereto, receipt of which is acknowledged by City and District, the City hereby gives and grants to the District the option and exclusive right and privilege to purchase the all or a part of the Water Right for a purchase price on all the terms and conditions set forth in this paragraph 8, provided the District and the City reach an agreement in writing to allow an exchange of land and water as contemplated in paragraph 7, above. Such option may be exercised during the Term of this MOU. The purchase price of the option under this paragraph 8 shall be Twenty Thousand and no/100's dollars (\$20,000.00) per inch, measured by cubic feet per second ("cfs") for each irrigable acre, or One Hundred Eighty Thousand and no/100's dollars (\$180,000.00) for the entire Water Right. Should this option not be exercised specifically as herein set forth, then the same shall terminate and be of no further force and effect. Notice of exercise of option by District shall be in writing and shall be given to City either personally or by registered or certified mail. Closing shall occur within sixty (60) days from District's notice to exercise said option, or such other date as mutually agreed to by the parties. Title to the Water Right shall be conveyed by a deed and such deed shall convey to the District the fee simple title to the Water Right free and clear of all encumbrances. A memorandum of this option, to be executed by the parties, may be recorded in the office of the Blaine County Recorder at the option of either party.

9. Miscellaneous Provisions.

a. Successors and Assigns. This MOU shall inure to the benefit of and be binding upon the City and the District, and their successors and assigns.

b. Waiver. Failure of any party at any time to require performance of any provision of this MOU shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this MOU, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

d. Entire Agreement. This MOU contains the entire understanding among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this MOU.

e. Severability. Every provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the MOU.

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

g. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this MOU.

h. Remedies. The rights and remedies provided by this MOU are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this MOU are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

i. Authority. Each signatory agrees that he or she has full authority and consent to sign this MOU.

j. Amendment. This MOU may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by all parties hereto.

k. Presumption. This MOU or any section thereof shall not be construed against any party due to the fact that the MOU or any section thereof was drafted by said party.

l. Law Governing. This MOU shall be governed by and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

CITY OF HAILEY

By: _____
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone
Hailey City Clerk

BLAINE COUNTY DISTRICT NO. 61

By: _____
Shawn Bennion, Chair

MEMORANDUM OF UNDERSTANDING/4

State of Idaho
Department of Water Resources

Water Right

37-20831

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- ⊙ Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.0375 0.075 0.15 Miles



Map produced on July 05, 2016

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 6-20-16

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Hands Free Ordinance No. 1201

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the last council meeting, I was instructed to revise the hands free ordinance. The attached draft generally makes it an infraction to communicate on a cell phone while driving. I created an exception that allows a person to pull off the road out of a lane of traffic and use a cell phone. I also clarified that a cell phone could be mounted on the dash of a car and therefore qualify as a hands free device. I have asked for and received comments from the Police Chief and Fire Chief.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD

Conduct a public hearing on the attached ordinance. If acceptable, make a motion to approve the ordinance and conduct the first reading of the ordinance.

FOLLOW-UP REMARKS:

7/18/16 - council approved ord. no. 1201 as presented - Mayor conducted 1st reading of ord. by title only.
8/15 2nd Reading
9/8 - 3rd Reading & Summary

Mary Cone

From: Heather Dawson
Sent: Saturday, July 23, 2016 11:12 AM
To: Fritz Haemmerle; don keirn; Colleen Teevin; pat cooley; Martha Burke
Cc: Mary Cone; Jeff Gunter
Subject: Fwd: Cell phone ordinance

Begin forwarded message:

From: Jeff Kreyssig <jeff.kreyssig@gmail.com>
Date: July 23, 2016 at 7:39:55 AM PDT
To: <lschoen@co.blaine.id.us>, <amccleary@co.blaine.id.us>, <jgreenberg@co.blaine.id.us>, <heather.dawson@haileycityhall.org>
Subject: Cell phone ordinance

All, if you are looking for data on driving under the influence of a cell phone please pull up a chair in front of the Liberty Theater and observe. It will only take a few minutes to spot drivers with phones to their ears. These will include law enforcement, drivers of large construction dump trucks and business types.

I worked in the auto body business most of my life and I can attest to the increasing number of cell phone related accidents. They won't tell the cop or insurance company but they quite often tell the body shop....it is a needed county wide ordinance. I can't believe I just said that but it's true.

Jeff Kreyssig

" It is well that war is so terrible, we should grow too fond of it "
Robert E. Lee. Battle of Fredricksburg, December 1863.

HAILEY ORDINANCE NO. 1201

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, AMENDING TITLE 10 OF THE HAILEY MUNICIPAL CODE BY ADDING CHAPTER 10.44 PROHIBITING THE USE OF HAND HELD MOBILE ELECTRONIC DEVICES WHILE DRIVING EXCEPT UNDER CERTAIN CONDITIONS, PROVIDING FOR AN INFRACTION FINE OF \$100.00 AND PROVIDING FOR EXCEPTIONS; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, texting and communicating on wireless devices while driving a motor vehicle can create hazards for residents and visitors; and

WHEREAS, the Hailey City Council finds it is in the interest of public safety to restrict such activity.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, AS FOLLOWS:

Section 1. Title 10 of the Hailey Municipal Code is amended by the addition of a new Chapter 10.44 as follows:

10.44.010 PURPOSE: Drivers who communicate on hand held wireless devices such as cell phones while driving cause a distraction, which create hazards to motorists, passengers and pedestrians. Restricting the use of hand held wireless devices by drivers will promote public safety.

10.44.020 DEFINITIONS:

"Actual Physical Control" shall mean being in the driver's position of the motor vehicle with the motor running or with the motor vehicle moving.

"Hands-Free Wireless Telephone" shall mean a mobile telephone that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such mobile telephone, by which a user engages in a conversation without the use of either hand. A Hands-Free Wireless Telephone may include a cellular phone, provided the phone is mounted to the interior of the motor vehicle and is not handheld.

"Mobile Electronic Device" shall mean any handheld portable electronic equipment capable of providing wireless or data communication between two or more persons or of providing amusement, including but not limited to a cellular phone, text messaging device, paging device, personal digital assistant, laptop computer, video or music player or digital photographic device, but does not include an amateur radio, any audio equipment or any equipment installed in a motor vehicle for the purpose of providing navigation or communication

for essential public services, emergency assistance to the operator of the motor vehicle, or video entertainment to the passengers in the rear of the motor vehicle.

“Use” shall mean holding a Mobile Electronic Device while talking or listening to another person on the telephone, text messaging, or sending an electronic message via a Mobile Electronic Device. Use shall not include the use of a Hands-Free Wireless Telephone.

10.44.030 USE OF WIRELESS COMMUNICATION DEVICES: The Use of a Mobile Electronic Device by a person in Actual Physical Control of a motor vehicle on a public road or highway within the city limits of Hailey shall be unlawful except as otherwise provided in Section 10.44.040.

10.44.040 EXCEPTIONS: The prohibitions set forth in this chapter shall not be applicable to the following drivers:

- A. An operator of a motor vehicle who uses a Hands-Free Wireless Telephone.
- B. A law enforcement officer, a member of a paid or volunteer fire department, or an operator of an authorized emergency vehicle while in the actual performance of their official duties during a service call or an operator of public service vehicle during the performance of an essential public service function;
- C. An operator of a motor vehicle who is parked in a motor vehicle in a parking space or who is pulled off the side of the street and outside of a traffic lane;
- D. The operator of a motor vehicle using a Mobile Electronic Device while in Actual Physical Control of motor vehicle with one hand-on the steering wheel, only if the operator has reason to fear for his life or safety, or believes that a criminal act may be perpetrated against himself or another person; or
- E. The operator of a motor vehicle using a Mobile Electronic Device while in Actual Physical Control of motor vehicle with one hand-on the steering wheel to report to appropriate authorities a fire, a traffic accident, a serious road hazard or medical or hazardous materials emergency, or to report the operator of another motor vehicle who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs. The telephone records of a Mobile Electronic Device or the testimony or written statements from appropriate authorities receiving such calls shall be deemed sufficient evidence of the existence of all lawful calls made under this paragraph.

10.44.050 PENALTY: A person violating any provision of this chapter shall be guilty of an infraction, punishable by a fixed penalty of one hundred dollars (\$100.00). No motor vehicle points or automobile insurance eligibility points shall be assessed for any such offense.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or

unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this 8th day of August, 2016.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 9/8/2016 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Summary of Hailey Ordinance No. 1201 (Hands Free Ordinance)

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1201 which added a new chapter to the Hailey Municipal Code.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1201.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1201

The following is a summary of the principal provisions of Ordinance No. 1201 of the City of Hailey, Idaho, duly passed and adopted September 8, 2016, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, AMENDING TITLE 10 OF THE HAILEY MUNICIPAL CODE BY ADDING CHAPTER 10.44 PROHIBITING THE USE OF HAND HELD MOBILE ELECTRONIC DEVICES WHILE DRIVING EXCEPT UNDER CERTAIN CONDITIONS, PROVIDING FOR AN INFRACTION FINE OF \$100.00 AND PROVIDING FOR EXCEPTIONS; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1201 amends Title 10 of the Hailey Municipal Code, as follows:

Section 1 adds a new Chapter 10.44 to a) create a purpose section, b) create definitions of Actual Physical Control, Hands-free Wireless Telephone, Mobile Electronic Device and Use, c) make the Use of a Mobile Electronic Device by a person in Actual Physical Control of a motor vehicle on a public road or highway within Hailey unlawful subject to certain exceptions, d) create exceptions to the prohibition against the use of Mobile Electronic Devices for i) an operator of a motor vehicle who uses a Hands-Free Wireless Telephone, ii) a law enforcement, fire or emergency personnel, iii) a driver who is parked outside a traffic lane, iv) a driver who has reason to fear for his life or safety, or believes that a criminal act may be perpetrated against himself or another person, and v) a driver who is reporting a fire, a traffic accident, a serious road hazard or medical or hazardous materials emergency, or reporting a person who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs, and e) provide that that a person violating any provision of Chapter 10.44 is guilty of an infraction, punishable by a fixed penalty of one hundred dollars (\$100.00).

Section 2 provides for a severability clause.

Section 3 provides for a repealer clause.

Section 4 provides for an effective date of the ordinance.

The full text of Ordinance No. 1201 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1201 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1201, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this _____ day of September, 2016.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, September ____, 2016.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/08/2016 **DEPARTMENT:** /Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Waiver of 2nd Reading with 3rd Reading by Title Only of Ordinance No. 1203, Appropriation ordinance for FY 2017 budget

AUTHORITY: ID Code 50.1001-1007 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached ordinance, which went through public hearing process and 1st reading during the August 15, 2016 City Council Meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Waiver of 2nd Reading with 3rd Reading by Title Only of Ordinance No. 1203, Appropriation ordinance for FY 2017 budget

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. 1203

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, APPROPRIATING THE SUM OF \$12,017,542.00 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF HAILEY; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO AS FOLLOWS:

SECTION 1. The sum of \$12,017,542.00 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

GENERAL FUND EXPENDITURES

Legislative	\$ 283,018.00
Administrative	314,767.00
Community Development Dept.	274,067.00
Fire Dept.	566,698.00
Police Dept.	1,475,137.00
Library	544,092.00
Public Works and Engineering	117,282.00
Street Dept.	1,153,480.00
Parks & Recreation Dept.	420,809.00
Capital Improvement Fund	1,487,163.00
Total Expenditures	<u>6,636,513.00</u>

WATER & SEWER EXPENDITURES

Water Fund Expenditures	\$1,806,278.00
Water Bond Expenditures	149,500.00
Sewer Fund Expenditures	1,716,936.00
Sewer Bond Expenditures	567,175.00
Water Replacement Expenditures	58,460.00
Sewer Replacement Expenditures	82,680.00
Wastewater Biosolids Construction	1,000,000.00
Total Expenditures	<u>5,381,029.00</u>

<u>TOTAL EXPENDITURES ALL FUNDS</u>	<u>\$12,017,542.00</u>
-------------------------------------	------------------------

SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___th DAY OF _____, 2016.

Fritz Haemmerle, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____, 2016.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/08/2016 **DEPARTMENT:** /Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Waiver of 2nd Reading with 3rd Reading by Title Only of Ordinance No. 1202, Amendment Appropriation ordinance for FY 2016 budget

AUTHORITY: ID Code 50.1001-1007 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached ordinance, which went through public hearing process and 1st reading during the August 15, 2016 City Council Meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Waiver of 2nd Reading with 3rd Reading by Title Only of Ordinance No. 1202, Amendment Appropriation ordinance for FY 2016 budget

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 1184, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, APPROPRIATING THE SUM OF ~~\$13,402,653.00~~ \$16,432,423.00 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO AS FOLLOWS:

SECTION 1. The sum of ~~\$13,402,653.00~~ \$16,432,423.00 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<u>GENERAL FUND EXPENDITURES</u>		
Legislative	\$ 260,520.00	
Administrative	314,470.00	
Community Development Dept.	267,480.00	282,880.00
Fire Dept.	513,804.00	532,824.00
Police Dept.	1,473,454.00	
Library	510,323.00	518,123.00
Public Works and Engineering	125,372.00	
Street Dept.	987,181.00	1,039,382.00
Parks & Recreation Dept.	344,823.00	362,173.00
Capital Improvement Fund	<u>1,347,325.00</u>	
Total Expenditures	6,144,753.00	6,256,523.00
 <u>WATER & SEWER EXPENDITURES</u>		
Water Fund Expenditures	\$1,536,473.00	\$1,554,473.00
Water Bond Expenditures	153,100.00	
Sewer Fund Expenditures	1,784,561.00	
Sewer Bond Expenditures	572,800.00	
Water Replacement Expenditures	88,000.00	
Sewer Replacement Expenditures	122,966.00	
Wastewater Biosolids Const.	3,000,000.00	5,900,000.00
Total Expenditures	7,257,900.00	10,175,900.00
 <u>TOTAL EXPENDITURES ALL FUNDS</u>	 <u>\$13,402,653.00</u>	 <u>\$16,432,423.00</u>

SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2015 and ending September 30, 2016.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____th day of _____, 2016.

Fritz Haemmerle, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express _____, 2016.

Return to Agenda

Dated: June 21, 2016

Heather Dawson, City Administrator
City of Hailey
115 Main St. South, Suite H
Hailey, Idaho 83333

Re: New Required Disclosures under MSRB Rule G-42 and Affirmation of Certain Aspects of Our Relationship

Dear Ms. Dawson,

This letter is being provided to you because of the new Municipal Securities Rulemaking Board (MSRB) Rule G-42, (which we refer to herein as the Rule), effective June 23, 2016, which will apply to Piper Jaffray in its capacity as a financial advisor or municipal advisor to you. The Rule applies to all municipal advisors. The Rule applies in connection with our current engagement under **FINANCIAL SERVICES AGREEMENT** dated March 17, 2014 (the "Agreement") between Piper Jaffray & Co. ("us" or "Piper Jaffray") and the **CITY OF HAILEY** ("you" or the "Client"). The Rule generally requires that we make certain disclosures. It also requires that we affirm in writing certain aspects of our existing relationship. This letter will serve as written documentation required by our regulators under the Rule of certain specific terms, disclosures and other items of information relating to our relationship. We ask that you acknowledge receipt of this letter and if you have any questions, we invite you to contact your Piper Jaffray municipal advisor, Eric Heringer directly.

1. **Scope of Services.** (a) **Services to be provided.** We are required under the Rule to affirm the scope of the services we have agreed to provide for you and any limitations on the scope. We believe the Scope of Services with respect to our engagement is as described in the Agreement. If you disagree with this assessment, or desire to amend the Scope of Services, please contact us accordingly.

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the limitations as may be provided in the Agreement. In addition, the following further limitations apply. With respect to any preliminary or final official statement, Piper Jaffray will assist in performing a review of certain information in the preliminary or final official statement, if any, at your direction and will review the accuracy of certain information respecting the bond issue set forth therein such as mathematical tables, including with respect to bond prices, yields, debt service schedules and coverage ratios. Piper Jaffray is not responsible for the preparation of the preliminary or final official statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein. In addition you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

Unless explicitly directed by you in writing and included in the Agreement, the Scope of Services does not include evaluating advice or recommendations received by you from third parties. The Scope of Services also does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing. Finally, the Scope of Services does not include review or advice on any feasibility study.

(c) **IRMA status.** Piper Jaffray requests that you provide to us, for review prior to posting or mailing, any written representation of you contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) (i.e. an IRMA letter) that references Piper Jaffray, its personnel and its role as IRMA.

2. **Piper Jaffray's Regulatory Duties When Servicing the Client.** The Rule requires that Piper Jaffray make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for any advice provided by Piper Jaffray to you. The rule also requires that Piper Jaffray undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Piper Jaffray is also required under the rule to use reasonable diligence to know the essential facts about you as the Client and the authority of each person acting on your behalf.

Accordingly, Piper Jaffray seeks your assistance and cooperation and that of your agents (for example, bond or disclosure counsel) in carrying out these regulatory duties, including providing to us accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if you ask Piper Jaffray to provide advice with regard to any recommendation made by a third party such as an underwriter, because we have regulatory duties to document the suitability of that recommendation, we request that you provide to us written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Term.** The term of Piper Jaffray's engagement and the terms on which the engagement may be terminated are as provided in the Agreement.

4. **Compensation.** The form and basis of compensation for Piper Jaffray's services are as provided in the Agreement.

5. **Required Disclosures.** The Rule requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. As a broker-dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. We are required to provide you with disclosures of potential conflicts of interest related to the fees due to us under the Agreement. If the compensation paid by you is based on the size of an issue, while this form of compensation is customary in the municipal securities market, it may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you, or create an incentive for Piper Jaffray to advise you to increase the size of the issue. If the fees expected to be paid by you are in a fixed amount established at the outset of the agreement, the amount is usually based upon an analysis by you and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict

of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. If the fees expected to be paid by you are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, this form of compensation presents the appearance of a conflict or a potential conflict of interest if we do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, any contingent-based compensation, i.e. based upon the successful delivery of the issue, while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to you. We believe that each of these potential conflicts of interest are mitigated by our duty of care and fiduciary duty to you and by the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to you, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(b) Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

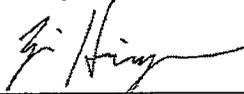
II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) How to Access Form MA and Form MA-I Filings. Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(d) Future Supplemental Disclosures. As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or

disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Piper Jaffray & Co.

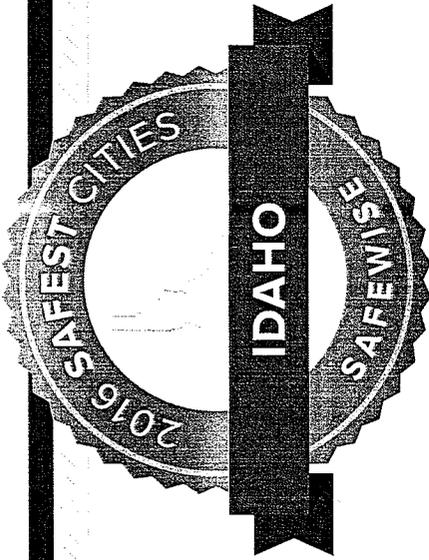
By: 
Title: Managing Director
Date: June 21, 2016

ACKNOWLEDGED:

CITY OF HAILEY

By: 
Title: Hailey City Administrator
Date: 07/12/2016

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SafeWise is proud to present this award to the city of

HAILEY

for their efforts in **community safety** and **crime prevention**.

Hailey was ranked the 3rd safest city in Idaho due to its commitment to the safety and security of its residents.

A handwritten signature in cursive script that reads "Clair Jones".

Clair Jones, Press and Strategic Partnerships



safewise

A handwritten signature in cursive script that reads "John Kinnear".

John Kinnear, President of SafeWise

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CONGRATULATIONS TO OUR WINNERS

On behalf of SelectHealth®, I would like to extend my congratulations to each of you. It is an honor to be associated with so many wonderful individuals and organizations. The contributions you make to your communities are valuable and have tremendous impact.

As a not-for-profit health plan, we are also working to improve the health of those around us. As we work with community partners like you, we are inspired by the innovative ways you enhance the well-being of individuals and build strong neighborhoods. When we all work together, everyone succeeds.

Though each of our organization's individual causes may differ, we all have the same goal—making a difference in people's lives.

Again, thank you for all that you do.

Sincerely,



Patricia R. Richards

President and CEO, SelectHealth

THE SELECT 25 AWARD

The Select 25 award was created in 2008 as a way to recognize organizations that improve health or serve individuals with special needs. Recipients of the annual award receive \$2,500 to further their efforts.

This year, more than 180 organizations applied for the award. A selection committee of representatives from SelectHealth, St. Luke's Health System, and the community evaluated the submissions and recommended the 25 award winners.

SELECTHEALTH

SelectHealth is a not-for-profit health insurance organization serving more than 830,000 members in Utah and Idaho. As a subsidiary of Intermountain Healthcare®, SelectHealth is committed to *helping people live the healthiest lives possible*.® In addition to medical plans, SelectHealth offers dental, vision, pharmacy benefit management, and life and disability coverage to its members. SelectHealth plans are available for Medicare and Medicaid enrollees. SelectHealth is also a carrier for the state's Children's Health Insurance Program. For details, visit selecthealth.org.



INTERLINK VOLUNTEER CAREGIVERS

Twin Falls

Helping elderly, disabled, and chronically ill people with routine tasks so they can remain safe and independent. The grant will be used to provide mileage reimbursement for volunteers who use their own vehicles to transport people who no longer drive.



METRO MEALS ON WHEELS

Boise

Serving and delivering nutritious meals and providing independence to senior citizens throughout Ada County. The grant will be used to purchase nutritious food for an increasing number of homebound seniors.



SOCIETY OF SAINT VINCENT DE PAUL

Pocatello

Dedicated to assisting those who cannot afford clothing, furniture, and household items. The grant will be used to provide financial assistance for utilities, rent, and food for those in need in our community.



WEISER CITY POLICE DEPARTMENT AFTER SCHOOL PROGRAM

Weiser

Creating a safe and secure environment for the children of our community. The grant will be used to replenish educational supplies and sports equipment and enhance security.



HAILEY FIRE DEPARTMENT

Hailey

Providing the best customer service for fire rescue and emergency services in the area. The grant will be used to begin a CPR training program for high school students.



HIGH FIVE MOSCOW

Moscow

Empowering children to make healthy choices, emphasizing physical activity, and eating fresh, local fruits and vegetables. The grant will be used to pay for essential supplies, fresh produce, and marketing materials.

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INVITATION

TO: CITY OF HAILEY POLICE DEPARTMENT
CITY OF HAILEY FIRE DEPARTMENT
CITY OF HAILEY, MAYOR AND COUNCIL ✓
CITY OF BELLEVUE POLICE DEPARTMENT
CITY OF BELLEVUE, MAYOR AND COUNCIL
BLAINE COUNTY SHERIFF DEPARTMENT
WOOD RIVER FIRE DEPARTMENT

FROM: VALLEY OF PEACE LUTHERAN CHURCH

DATE: AUGUST 19, 2016

SUBJECT: HONORING LOCAL PUBLIC SAFETY PERSONNEL

The Valley of Peace Lutheran Church invites police, fire, EMS and support personnel to a free cook-out in honor of your service to our community. The cook-out will be held September 12, 2016 from 5 – 7 pm at the church at the corner of Woodside Blvd and Wintergreen Dr in Hailey. Please come and bring your family.

The event will be informal with food available at 5 PM. Words of appreciation and introductions of those present will take place at 5:30 PM. You are requested to RSVP your attendance by calling 208-788-3066 or by emailing richardandjenniferstahl@verizon.net.

Heather,
Please distribute this to members
of Council. Help us to honor
our public safety officers.
Richard Stahl

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**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday SEPTEMBER 19, 2016 * Hailey City Hall Meeting Room**

5:30 p.m. CALL TO ORDER -

Open Session for Public Concerns

CONSENT AGENDA:

- CA 000 Grant Applications
- CA 000 Grant Agreements
- CA 000 Motion to approve Resolution 2016-____, authorizing a contract for services agreement with Animal Shelter of the Wood River Valley to provide sheltering services for dogs and cats impounded from within the city limits of the City of Hailey, for an annual amount of \$16,000
- CA 000 Motion to approve Resolution 2016-____, authorizing a contract for services agreement with Blaine County Housing Authority to provide management of low-income and work-force housing within the City of Hailey, for an annual amount of \$3,000 plus bookkeeping services provided by Hailey to BCHA of 96 hours per year.
- CA 000 Motion to approve Resolution 2016-____ authorizing a contract for services agreement with Hailey Chamber of Commerce for professional services to provide visitor information and the promotion and marketing of the City, all its businesses and its general business climate, and its special events for an annual amount of \$ _____ from October 1, 2016 through September 30, 2017
- CA 000 Motion to approve Resolution 2016-____, authorizing renewal of the annual Lease Agreement which allows the Hailey Chamber of Commerce to occupy the City of Hailey's Welcome Center at Werthheimer Park
- CA 000 Motion to approve Resolution 2016-____, authorizing Change Order #5 with CNI for construction on the biosolids project in the amount of \$
- CA 000 Motion to approve Resolution 2016-____ authorizing an agreement with XXX for traffic line painting in various locations throughout Hailey in the amount of \$
- CA 000 Motion to approve Pay Request #14 to CNI for their work on the Biosolids Project in the amount of \$
- CA 000 Motion to approve Resolution 2016-____ authorizing an agreement with Alpine Tree Service to assist the city tree care and maintenance for the amount of \$
- CA 000 Motion to approve pay request #2 to Conrad Brothers Construction for their work on the Cobblestone Lane project
- CA 000 Motion to approve Resolution 2016-____, authorizing an agreement with Wood River Land Trust for an amendment to an existing agreement for operations and maintenance at Lion's Park
- CA 000 Special Events
- CA 000 Motion to approve the Findings of Fact for a Final Plat submitted by Scott Miley, represented by Galena Engineering, Inc., for a Lot Line Adjustment to Hailey Townsite, Lots 1-5, Block 45, wherein the lot lines between Lots 1-5, Block 45, are shifted to create 3 Lots, as shown located within Section 9, T.2. N., R.17 E., B.M., City of Hailey, Blaine County, Idaho. Current Zoning of the property is General Residential (GR) in the Townsite Overlay (TO) District.....
- CA 000 Motion to approve a lot line amendment submitted by Christopher Simms represented by Alpine Enterprises, Inc. for a three lot subdivision whereby Lots 13-19, Block 14 Hailey Townsite are consolidated into three (3) lots located at 402 and 410 South Second Avenue in the General Residential (GR) and Townsite Overlay (TO) Districts
- CA 000 Findings of Fact and Ordinance Summaries
- CA 000 Motion to approve minutes of September 8, 2016 and to suspend reading of them
- CA 000 Motion to approve claims for expenses incurred during the month of August, 2016, and claims for expenses due by contract in September, 2016

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PP 000 Hailey Chamber of Commerce Semi-Annual Report

APPOINTMENTS & AWARDS

AA 000

PUBLIC HEARING:

- PH 000 Consideration of a City-initiated Text Amendment to Title 17, Section 17.05, District Use Matrix, to clarify: Restaurants, including Drive-through and Restaurants which may or may not include the sale of alcoholic beverages; Parcel Delivery and Shipping Services, and amendments to Title 17, Section 17.02, Definitions to add or modify definitions related to the above
- PH 000 Consideration of a City-initiated text amendment to Title 18, Mobility Design, Section 18.14.014; Exemptions, to clarify exemptions for construction and reconstruction projects, and Section 18.04.016, approval by the Planning and Zoning Commission.....
- PH 000 Consideration of Resolution 2016-____, authorizing an amendment to the Hailey Comprehensive Plan to update Part 5, Capital Improvement Plan, by replacing Appendix E, the 2012 Capital Development Impact Report with the 2016 TishlerBise report, "Development Impact Fees"
- PH 000 Consideration of Ordinance amending Development Impact fees pursuant to the TishlerBise Development Impact Fee report.....

NEW BUSINESS:

- NB 000 Consideration of Resolution 2016-____, authorizing Shared Use Agreement with Idaho Army National Guard
- NB 000

OLD BUSINESS:

- OB 000
- OB 000
- OB 000

STAFF REPORTS: Staff Reports Council Reports Mayor's Reports

SR 000 Library Director's Reports for ???

EXECUTIVE SESSION: Real Property Acquisition under IC 74-206 (1)(c)

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - _____ Next Resolution Number- 2016-01

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