AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday November 2, 2015 * Hailey City Hall Meeting Room

5:30 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:

CA 436 Motion to approve Resolution 2015-98 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 $61,000 from October 1, 2015 through September 30, 2016 1

CA 437 Motion to approve Resolution 2015-97 authorizing the Mayor to sign a revised Memorandum of Understanding between the City of Hailey, New Mobility West and selected consultant for transportation consulting services related to the New Mobility West Grant awarded to the City of Hailey 10

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CA 439 Motion to approve Resolution 2015- 100, authorizing holiday lights installation agreement with Clearwater Landscaping in the amount of $18,750.00 34

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MR 000

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Next Ordinance Number - 1190 Next Resolution Number- 2015-106

AGENDA ITEM SUMMARY

DATE: 11/02/2015 **DEPARTMENT:** Leg/Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:.
Contract for Services with Hailey Chamber of Commerce

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract for service is the same as previous year's contracts, except where added language is underlined to 1) recognize within the contract the important fireworks fundraising efforts done by the Chamber and City each year, and 2) change the number of reports required from 4 per year to only 2 per year.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

The contract allows $61,000 to be paid, as is budgeted

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___	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 2015-_____, 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 $61,000 from October 1, 2015 through September 30, 2016.

FOLLOW-UP REMARKS:
*

CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of September, 2015, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Nos. 950 and 1035, which impose a local option tax ("LOT") pursuant to Idaho Code § 50-1044 through June 30, 2030;

D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, visitor information, special events and economic development;

E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;

F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinances Nos. 950 and No. 1035;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;

H. Hailey desires to contract with the Chamber 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;

I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center, increasing employment opportunities to the residents of Hailey, enhancing special events for

residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Chamber the maximum sum of SIXTY ONE THOUSAND DOLLARS ($61,000). Subject to the terms and conditions set forth herein, monthly installments shall be made within the fiscal year on or before November 25, 2015, and continuing on the 25th day of each month thereafter until October 25, 2016.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2015, until September 30, 2016.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion and Special Events Support and Marketing. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to market, promote and advertise for current special events in Hailey, including but not limited to Arborfest, the Fourth of July activities, Northern Rocky Folk Festival and Trailing of the Sheep. The Chamber and City shall cooperate in fundraising activities to raise funds for the purpose of the July 4th Fireworks display. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or new events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment $39,370)

Action Items:

i. Press Releases to local and regional publications.
ii. Social Media postings and event calendar listings.
iii. Website updates pertaining to events listings and calendaring.
iv. Continue to improve the content of website and search engine optimization.
v. Local and regional advertising.
vi. Hailey Special Events – coordinate with local businesses and City to produce, improve and market local events.
vii. Develop a multi-media approach to Hailey area marketing.
viii. Coordinate with local business community in a cooperative effort with the City for fundraising for the 4th of July fireworks display.

Reporting items:

i. Report press communications.
ii. Number and type of press releases.
iii. Number and placement of ads.
iv. List of events supported by the Hailey Chamber.
v. Number of attendees of each event held.
vi. Number of sponsors.
vii. Number of volunteer hours.
viii. Chamber costs for promoting, marketing, and producing July 4th activities.

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall occupy space at the Welcome Center/Visitors Center and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquiries from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. (Maximum payment $21,630)

Action Items:

i. Maintain relevant Visitors Center hours of operation.
ii. Provide Hailey City Hall hours of operation schedules.
iii. Provide access to information through Visitors Center and online resources.
iv. Provide referrals to Hailey businesses.
v. Promote and advertise special rates and discounts offered to visitors
vi. Produce current visitor informational pieces and relocation packets, including downtown visitor's guide.

Reporting Items:

i. Costs to maintain Visitors Center.
ii. Track visitor inquiries,
iii. Track number of visitors to Visitors Center.
iv. Track location and distribution volume of brochure distribution points.
v. Track number of web visitors.

C. Town Improvement. The Chamber shall coordinate the downtown Main Street flower basket program.

Action Items:

i. Coordinate flower basket placement at businesses and along the light posts with City of Hailey provided drip lines on Main Street within downtown (Walnut to Carbonate).

Reporting Items:

ii. Location of flower placement.
iii. Report number of sponsors.
iv. Report number of volunteer hours.

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the fiscal year 2015/2016, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the second and fourth quarterly written report, the Chamber shall present its half-year and final performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall provide Hailey a monthly report of a) all written and oral inquiries received, b) all information distributed, c) the Chamber's activities and expenditures related to the LOT, and d) a listing of the vendors providing services and/or materials and the amount of each LOT expenditure during the term of this Agreement, beginning on November 15, 2015, and continuing on the fifteenth business day of every month thereafter until October 15, 2016. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year-end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber, including but not limited to checks and check registers, for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property

records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Monthly Payments. To receive payments for the services described in paragraphs 3(A),(B) and (C) of this Agreement, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. The monthly sum to be paid to the Chamber shall not exceed the actual costs described in these reports, and aggregately shall not exceed the contract amount of $61,000.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall to the extent possible, comply with Idaho Code § 18-5701, as amended, including but not limited to maintaining accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Any funds paid to the Chamber by Hailey expended for salaries shall only be paid to employees at the regularly scheduled payroll payments and shall not be paid as payroll advances. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Default and Remedies. If either the Chamber or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement 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.

8. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

All notices of changes of addresses shall be sent in the same manner.

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Chamber, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation any penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq*. The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

E. Non-Assignment. This Agreement may not be assigned by or transferred by the Chamber, in whole or in part, without the prior written consent of Hailey.

F. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

G. Entire Contract. This Agreement contains the entire contract between the

parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

H. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

I. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

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

K. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

L. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

M. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

N. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

O. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF HAILEY	**HAILEY CHAMBER OF COMMERCE**
_____	_____
Fritz X. Haemmerle, Mayor	Debra Hall, President

ATTEST: _____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/15 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** **LH**

SUBJECT: Motion to approve Resolution 2015-97, which includes minor changes to the Memorandum of Understanding with New Mobility West for a grant to study Main Street/Highway 75 Study

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AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code 5.20
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The City of Hailey, in partnership with Mountain Rides, has been awarded a technical assistance grant from New Mobility West, an initiative of Community Builders and the Sonoran Institute. The Council authorized the Mayor to sign a MOU at the October 14, 2015 Council meeting. The MOU spells out roles and responsibilities of the City, New Mobility West/Sonoran Institute and the consultant. Some very minor changes to the MOU have been proposed by project partners, and are shown in side bullets in the attached revised document.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #_____
Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Lisa Horowitz Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

__ _	City Attorney	__x_	City Administrator	___	Engineer	___	Building
___	Library	___	Planning	___	Fire Dept.	___	_____
___	Safety Committee	___	P & Z Commission	___	Police	___	_____
__X_	Streets	_X__	Public Works, Parks	__x_	Mayor	___	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2015-97 authorizing the Mayor to sign the modified Memorandum of Understanding with Sonoran Institute for technical assistance to be funded through the New Motilities West initiative regarding Highway 75/Main Street.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

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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. 2015-97

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY (CITY) AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH NEW MOBILITY WEST TO STUDY MAIN STREET IN HAILEY.

WHEREAS, the City of Hailey has received a grant which will pay for a consultant to study our Main Street traffic.

WHEREAS, the City of Hailey desires to enter into an agreement with New Mobility West to perform the study. The City of Hailey and New Mobility West agree to the terms and conditions of the Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey authorizes the Mayor to sign the Memorandum of Understanding with New Mobility West, on behalf of the City.

Passed this 2nd day of November, 2015.

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____

Mary Cone, City Clerk

/IORANDUM OF UNDERSTANDING
/ Mobility West Technical Assistance

CITY OF HAILEY, PROJECT FOR PUBLIC SPACES, AND THE SONORAN INSTITUTE

SECTION 1. OVERVIEW

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Hailey, Project for Public Spaces (PPS), and the Sonoran Institute (SI) in order to complete the technical assistance project funded through the New Mobility West (NMW) initiative (hereafter known as "the Project").

The City of Hailey, SI and PPS agree to work together in a collaborative spirit and negotiate in good faith on all tasks and deliverables required for the Project, and any required tasks subsequent to completion of the Project. SI, as the administrator of the NMW Program, agrees to work with and pay PPS to provide technical assistance and will develop a separate contract with them for said assistance.

SECTION 2. GOALS AND OBJECTIVES

This project focuses on the Highway 75 / Main Street Corridor in downtown Hailey. Specific goals for this Project and the associated technical assistance include:

- Developing a shared community vision for the Main Street Corridor; and
- Identifying two or three options for long term improvements and short term improvements for the engineering and design of the Main Street Corridor.
- Identify placemaking opportunities on the Main Street Corridor.

Comment [c1]: Added two or three instead of an open-ended number of engineering/design alternatives

The vision emerging from the public outreach component will serve as the basis for informing viable engineering and placemaking options for Hailey's Main Street. Deliverables from the Project will be used to inform and offer guidance on issues related to roadway design, streetscape improvements, safety improvements and economic development.

SECTION 3. PRE-SITE VISIT DESCRIPTION

Prior to conducting on-site work, PPS will initiate the project by undertaking the following series of activities:

1. The Sonoran Institute, working with PPS will organize up to three conference calls with project staff from the City of Hailey, SI, Mountain Rides and other appropriate stakeholders (such as IDT) to refine and finalize a work program. The conference calls will utilize Skype, Go-to Meeting or some form of remote conferencing that allows all parties to be heard and to speak in turn.
2. The Sonoran Institute, working with PPS and the City of Hailey, will establish a Project Team with representatives from the Sonoran Institute, City of Hailey, Mountain Rides, ITD, Hailey Chamber of Commerce and other key partner agencies. The Project Team will be a small working group of individuals that can effectively coordinate input and outreach to appropriate stakeholders. Project Team members will be called upon during the project to review project deliverables, help coordinate and promote community engagement efforts, and communicate project outcomes to constituents.

3. SI will work with the Town of Hailey to review documents and data provided by project partners - directing relevant passages to PPS - such as:
   - City and Regional Transportation Plans
   - Available traffic data for Highway 75
   - 2010 Hailey Downtown Strategy
   - River Street Plan
   - Applicable GIS data
   - Bike/Ped master plan

Comment [c2]: Trimmed these back to the traffic related ones and added that we would send them relevant sections, so they don't spend all their hours reviewing irrelevant stuff.

4. PPS will work with SI to provide content before, during and after the site visit for online project information pages as may be hosted by the client partners, and project deliverables can be made available for posting online.
5. SI and the town will collect and review data for PPS to review, related to traffic, safety and pedestrian use of Main Street, both as a transportation corridor and as a downtown destination. This will include traffic data as well as available economic data.
6. SI, City of Hailey and PPS will develop, with the Project Team's assistance, a brief online survey to collect input related to use, concerns, and opportunities on the Main Street corridor.
7. PPS will deliver a summary memorandum of the document review, data analysis and survey results prior to the site visit.

SECTION 4. SITE VISIT DESCRIPTION

The site visit provided as a part of the Project will consist of a two and a half to three-day event ending on Friday, that will take place December 9th through 11th, 2015. The site visit will be focused principally on working with the public and stakeholders to develop a viable community vision for Main Street, as well as a range of design and placemaking alternatives for the corridor.

The site visit will be an opportunity to tour the project area, conduct in-person outreach with public and stakeholders, and develop design and placemaking recommendations for Hailey's Main Street Corridor. The visit is anticipated to include the following activities:

- PPS and Project Team coordination meeting
- Bike or walking tour of Hailey, with a focus on the Main Street Corridor
- Place-mapping ("Power of 10") exercise with the public and stakeholders
- Group interviews with key stakeholders (5-10) 45 mins each
  - Area resident representatives
  - Main Street and local business and commercial property owners
  - Police and Fire
  - Elected Officials
  - Appointed Officials (such as Planning and Zoning Commission and Arts/Historic Preservation Commission)
  - School Officials
  - Others to be determined in consultation with the Project Team
- "Lighter, Quicker, Cheaper" presentation

- Street Audit exercise
- Development of design alternatives and placemaking opportunities
- Open-house presentation of results
- Street Re-purposing exercise (as appropriate/possible)
- Project Team debrief meeting

Comment [c3]: This is a little up in the air still, depending on weather and other city activities

Stakeholder interviews will be conducted primarily on site, however if some stakeholders are unavailable during the site visit, PPS and SI will attempt to conduct those by phone or Skype either before or after the site visit dates. At the community meetings, PPS will offer a brief presentation summarizing results from the preliminary analysis, survey and interviews. The balance of the meetings will be structured to engage participants in two-way dialogue and structured exercises. Through the use of targeted questions and priority-setting activities, PPS will facilitate the community to articulate the desired character of Main Street.

Following the site visit, PPS will synthesize findings and formalize the design recommendations and placemaking opportunities explored during the site visit into a report. PPS will suggest several design alternatives and accompanying placemaking suggestions.

PPS will deliver a draft report to the Project Team for comment in early January 2016. On receipt of consolidated comments, PPS will revise and finalize the report document and return to the Project Team within two to three weeks. PPS will provide a "camera ready" hard copy original and electronic PDF copy of the final report. The final report will include:

- A community/stakeholder driven vision for the Main Street Corridor
    - A summary of input received in open houses and through online outreach
- Observations about traffic patterns and existing infrastructure on Main Street, based on information provided to PPS.
- Design (cross section and plan-view) alternatives (at least three) corresponding to the community/stakeholder vision for Main Street.
- Placemaking opportunities (with visual references) corresponding to the community/stakeholder vision and design alternatives
- An action plan outlining next steps for the community
- Appendices: Deliverables prepared during the pre-site visit and site visit activities

SECTION 5. DEDICATION OF RESOURCES

PPS, through an independent contract with SI, will cover all direct monetary costs of the work to be performed on the Project, including staff time, travel, room, reimbursable expenses by PPS, and the costs of any consultants retained for the Project by PPS.

City of Hailey and appropriate partners will make its staff resources available as necessary to assist PPS and SI in planning and completing the Project. City of Hailey and its partners will assure that adequate staff resources are dedicated to the Project to assure that it is completed with high quality and in a timely manner according to the timelines set forth by the parties.

PPS and its partners will make suitable meeting facilities available to PPS for conducting the site visit, will provide any advertising related to the site visit to encourage participation from key audiences and stakeholders, and may provide light refreshments at the public events affiliated with site visit, if desired.

SECTION 6. ROLES AND RESPONSIBILITIES

SONORAN INSTITUTE

SI will approve a budget for the project and establish an independent contract with PPS for an agreed upon amount of funding.

SI will participate in periodic scheduled calls with PPS, City of Hailey and other project stakeholders as appropriate in order to monitor progress of the Project.

SI will coordinate document review and advance relevant passages from local codes and plans to PPS.

Comment [c4]: Same as comment above, just assuming this responsibility for SI

SI will participate in the site visit and will assist PPS and the City of Hailey in carrying out all tasks articulated in this MOU, including site visit preparation and execution, public engagement activities, coordination and logistics, report development, and coordination communications.

SI will mail an invoice along with receipts to BLDC to cover the costs of travel and lodging for PUMA staff during the on-site visit.

SI will initiate a call with PPS and City of Hailey roughly three months and six months following completion of the Project to discuss any progress or action taken by the City of Hailey and its partners, as outlined in the project report.

When completed, SI will post the final report on the NMW website for public access, unless the City of Hailey or any other Project Team organization request that the report not be posted to the website.

The project manager from SI will be Cameron Ellis.

PPS

PPS will complete tasks and deliverables within the agreed upon timelines identified by the parties and will work with SI and the City of Hailey to extend timelines if tasks and deliverables cannot be completed per the agreed upon schedule.

PPS will initiate calls with the City of Hailey to plan for the site visit.

Within four weeks of the site visit's completion, PPS will deliver to the City of Hailey and SI a draft project report consistent with the articulation in Section 4, above. A final project report will be produced no later than two months after the site visit.

PPS will participate in calls as needed to report progress on this project to SI and coordinate project activities.

PPS will provide content for online project information pages as may be hosted by the City of Hailey and partners, and project deliverables can be made available for posting online.

PPS will participate in a call with the City of Hailey and SI roughly three months following completion of the Project to discuss progress by the City of Hailey and its partners, as outlined in the project report.

The project manager from the PPS team will be Gary Toth.

City of Hailey

The City of Hailey will lead the identification of stakeholders and the nature and timing of their engagement in the Project with input from PPS and SI.

The City of Hailey will participate in calls with PPS and SI to plan the site visit.

Staff from the City of Hailey will be made available as necessary, subject to availability, to provide PPS and SI necessary support, including research, to advance the Project and complete tasks and deliverables.

The City of Hailey will reserve meeting space and audio-visual equipment for the site visit as needed.

If the City of Hailey determines that advertising or other notice of the site visit is appropriate, the City of Hailey will develop and distribute such advertising or other notice. SI will provide boilerplate language and logos that the City of Hailey should use to describe the NMW assistance they're receiving – which should be included in any publication about the project and outreach for meetings.

The City of Hailey will be responsible for production/printing of meeting materials that PPS prepares.

If the City of Hailey determines that light refreshments (coffee, juice, snacks, etc.) are appropriate for certain aspects of the site visit, the City of Hailey will provide the refreshments at no cost to PPS or SI.

The City of Hailey will provide SI with progress reports describing the implementation of any strategies or programs arising from the technical assistance and participate in a survey to evaluate the impact and the quality of the technical assistance that they received. The survey will be provided to the City of Hailey by SI shortly after receiving the project report and the City of Hailey will complete progress reports both 3 and 6 months after the Project's completion.

The project manager from the City of Hailey will be Lisa Horowitz.

This MOU should be modified by mutual agreement of the parties. This agreement should be terminated only by mutual agreement of the parties.

Fritz Haemmerle, City of Hailey

Date

Gary Toth, Project for Public Spaces

Date

Clark Anderson, Sonoran Institute

Date

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/2015 **DEPARTMENT:** Leg/Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:.
Renewal of Annual Lease with Hailey Chamber of Commerce

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached lease agreement is the same as previous year's, except where added language underlined in Section 7.b. calls out specific maintenance duties by the City of window washing and power-washing building exterior; and 2) premise map is amended to show a 4x8 shelf, 18 inches deep, on the west side of Chamber's customer counter, from which businesses can sell t-shirts and other small items.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

This is a cost-neutral lease, with the City absorbing the costs of building maintenance and upkeep.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___	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 2015-_____, authorizing renewal of the annual Lease Agreement which provides terms by which the Hailey Chamber of Commerce occupies the City of Hailey's Welcome Center at Werthheimer Park for period October 1, 2015 through September 30, 2016.

FOLLOW-UP REMARKS:
*

LEASE

(Hailey Chamber of Commerce)

This Lease is made this ____ day of October, 2015, by and between **CITY OF HAILEY**, a municipal corporation ("Lessor") and **HAILEY CHAMBER OF COMMERCE, INC.**, an Idaho non-profit corporation ("Lessee").

RECITALS

A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey. By resolution of the Hailey City Council, the Hailey mayor is authorized to execute this Lease.

B. The Lessee is a duly organized and operating non-profit corporation in the State of Idaho. Richard Stahl is the duly elected and acting president of the Lessee. The president of the Lessee is authorized to execute this Lease.

C. Lessor owns real property located at 781 South Main Street, Hailey, Idaho, known as the Welcome Center. The Lessee will lease a portion of the Welcome Center, as depicted on attached **Exhibit "A"** ("Premises").

D. Pursuant to Idaho Code § 50-1409, the Lessor has authority to lease real property not needed for city purposes, upon such terms as may be just and equitable.

E. Subject to the terms and conditions set forth herein, Lessor is willing and agrees to lease the Premises to Lessee and Lessee is willing and agrees to lease the Premises from Lessor.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Lease below as though set forth in full, the parties agree as follows:

1. **Lease Term.** The term of this Lease shall commence on October 1, 2015 ("Commencement Date") and expire, unless sooner terminated, at midnight on September 31, 2016 ("Lease Term"). Lessee shall be entitled to possession of the Premises from and after the Commencement Date.

2. **Rent.** Lessee shall pay to Lessor as minimum rent for the Premises, in advance on the first day of the Lease Term, without offset or deduction, the sum of One Dollar ($1.00) per year.

3. **Use of Premises.** The Lessee may use the Premises for purposes which advance the commercial, financial, travel, tourism, industrial, civic and social interests of the City of Hailey. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer information about the City of Hailey to the public during the Lease Term. To the extent

economically feasible, Lessee shall occupy and use the Premises on a full-time, continuous and year-round basis during the Lease Term. Lessee shall use its best efforts to offer affordable information to the public, provided, however, that Lessee shall be entitled to charge usage fees to cover the costs of overhead of the Premises. Lessee may use the premise or its exterior for an Automatic Teller Machine (ATM), and Lessee shall be fully responsible for the security and operations of the ATM. Lessee and its guests, invitees, employees and agents may use the parking area adjacent to the Premises, which may be regulated by Lessor so that parking may be restricted or used exclusively by users other than users of the Premises, in whole or in part, during times of use of the adjacent multi-use arena or skate park (*e.g.,* Fourth of July Rodeo); provided such restrictions shall be communicated to Lessee not less than thirty (30) days in advance of any event and shall be designed so as not to significantly impact the operations of Lessee's operations. Lessee acknowledges that the parking area adjacent to the Premises shall be unavailable for approximately one week each year in conjunction with the Fourth of July rodeo event. Lessee shall not do nor permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the rate of fire insurance upon the building in which the Premises are situated or permit the emission of any objectionable noise or odor. Lessee shall not perform any acts or carry on any practices that may injure the Premises or the building of which the Premises form a part.

4. **Security Deposit**. Lessee shall pay as a security deposit the sum of one thousand and no/100 Dollars ($1,000.00) ("Security Deposit"), receipt of which is hereby acknowledged, to be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Lease Term. This deposit does not limit Lessor's rights or Lessee's obligations. Lessee understands that all or a portion of the deposit may be retained by Lessor upon termination of the tenancy and that a refund of any portion of the deposit to the Lessee is conditioned on the following:

a) Lessee shall clean and restore the Premises to its condition at the commencement of this Lease, less normal wear and tear.

b) Lessee shall have remedied or repaired any damage to the Premises to Lessor's satisfaction.

c) Lessee shall have complied with all of the provisions of this Lease and with such other rules and regulations as the Lessor may deem necessary.

If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefor, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this Security Deposit separate from his general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and

faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee (or at Lessor's option, to the last assignee of Lessee's interests hereunder) at the expiration of the Lease, and after Lessee has vacated the Premises.

5. Utilities. Lessee shall pay Lessor 25% of charges for electricity, gas, water, security/alarm system, sewer, and trash, rendered or supplied upon or in connection with the Premises. Lessee shall pay Lessor 75% of charges for cable utility service. The Lessor shall forward the utility charges to the Lessee and the Lessee shall pay Lessor its share of utility charges within 30 days of the receipt of the utility charges. Lessee shall enter into its own direct contracts for phone utilities service, and shall be solely responsible for 100% of the costs directly associated with those utility expenses and shall indemnify the Lessor against any liability or damages on such account.

6. Insurance.

a) Liability Insurance Requirements. The Lessee shall maintain in full force and effect, at its sole cost and expense, during the Lease Term, or holding over period, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Lessee, written by a responsible insurance company licensed to do business in Idaho, for the purpose of protecting Lessor against liability for loss or damage, for bodily injury, property damage, personal injury, death, and errors and omissions, relating to the use of the Premises. Such policy shall provide insurance against property damage in an amount not less than $500,000.00 and bodily injury with limits of not less than $500,000.00 per person and $1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Lessor are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Section 6-901 et seq.*).

b) Workerman's Compensation and Unemployment Insurance. Lessee shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho during the Lease Term.

c) Fire and Casualty Insurance. During the Lease Term, Lessor shall provide and maintain fire and casualty coverage insurance for the Premises. Lessee shall reimburse Lessor for the annual cost of such insurance covering the Premises, which the parties agree is Seventy Five Dollars and No Cents ($75.00), which is approximately 25% of the costs of such insurance for the Welcome Center. Lessee shall pay Lessor cost of such insurance on or before the Commencement Date. The cost of such insurance shall be considered additional rent. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty covered by the Lessor's insurance, the Lessee shall pay Lessor any deductible then due under the Lessor's insurance policy within thirty (30) days of receipt of the bill for the deductible.

d) Waiver of Subrogation Rights. No party shall have the right or claim against the Lessor for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any loss of use or business interruption, occurring

on the Premises (whether caused by the negligence or other fault of the Lessor or the Lessee or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Premises or any part thereof) by way of subrogation or assignment. The Lessee hereby waives and relinquishes any such right. The Lessee shall request Lessee's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the Lessor and provide a certificate of insurance verifying this waiver.

e) Form and Delivery of Policies. The Lessee's certificates of insurance shall name Lessor and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Lessee under this Lease. All insurance required by this Paragraph 6 shall be in a form and with companies satisfactory to Lessor and shall provide that it shall not be subject to cancellation, suspension, amendment or termination except after at least thirty (30) days' prior written notice to Lessor. The policy or policies, or duly executed certificates for them, shall be deposited with Lessor within fifteen (15) days after the day on which the Lease Term commences and, upon renewal of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage.

7. Maintenance and Repairs.

a) Lessee's Obligations. Lessee shall, at its sole cost and expense, keep and maintain the interior of the Premises (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair, remove all rubbish and refuse therefrom, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken, during the Lease Term. If, after thirty (30) days written notice, Lessee fails to maintain the interior of the Premises in accordance with this paragraph or commence such work, Lessor may make or cause such repairs to be made and Lessee shall immediately pay Lessor for the costs of such maintenance.

b) Lessor's Obligations. Lessor shall, at its sole cost and expense, keep and maintain the restrooms within the Welcome Center, the remainder of the Welcome Center not comprising the Premises, and the public grounds adjacent to the Welcome Center in good order, condition and repair, and remove all snow, rubbish and refuse therefrom, in accordance with the Lessor's policies in effect at the time of removal. Maintenance shall include window-washing twice per year, and power-washing the building exterior once per year.

8. Maintenance of Information Displayed on Werthheimer Park Sign. Lessee shall, at its sole cost and expense, maintain current and accurate event information upon the Werthheimer Park sign located at the vehicular entrance to the Premise. Events shall be displayed in the following order of priority: 1) events to occur at the Werthheimer Park, 2) events of regional interest to occur within the City of Hailey, 3) events of community interest to occur within the City of Hailey, and 4) events of community interest to occur within the facilities of the Blaine County School District.

9. Alterations and Improvements.

a) Conditions for Alterations. Lessee shall have the right to make changes, alterations or additions to the Premises only on the following conditions:

(i) No change, alteration or addition shall at any time be made which shall impair the structural soundness or diminish the value of the Premises.

(ii) No change, alteration or addition impacting the exterior or impacting the use or function of the interior shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

(iii) No change, alteration or addition shall be undertaken until the Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iv) All work done in connection with any change, alteration or addition shall be done in accordance with the Lessor's consent, in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the board of fire underwriters or any other body now or hereafter constituted exercising similar functions, and the Lessee shall procure certificates of occupancy and other certificates required by law.

(v) At all times when any change, alteration or addition is in progress, there shall be maintained, at Lessee's expense, workman's compensation insurance in accordance with law covering all persons employed in connection with the change, alteration or addition, and general liability insurance for the mutual benefit of the Lessee and the Lessor expressly covering the additional hazards due to the change, alteration or addition.

b) Expiration of Lease Term. All alterations, improvements, additions or fixtures, including trade fixtures, annexed or affixed to the Premises, including the floors, walls or ceilings, which cannot be removed without further damage to the Premises, shall be the property of Lessor at the end or sooner termination of the Lease Term, and surrendered with the Premises as a part of the Premises, without disturbance, molestation, or injury. However, if any of the alterations, improvements, additions, or fixtures, including trade fixtures, can be removed without damage to the Premises, these improvements shall be the property of the Lessee, so long as the Premises are in the same condition, except for normal wear and tear, as found at the beginning of the Lease Term. Notwithstanding any provision in this Lease to the contrary, any floor covering that is cemented or otherwise affixed or annexed to the floor of the Premises shall become the property of Lessor at the end or sooner termination of the Lease Term.

c) Lien. Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for Lessee in, at, upon, or about the Premises and which

may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's interest in the Premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligations secured matures or becomes due. Lessee shall indemnify, defend and hold Lessor harmless against liability for any liens, claims or expenses, including attorney's fees, which may arise as a result of any work on the Premises, which indemnification shall survive the termination or expiration of this Lease.

10. Damage or Destruction.

a) Lessor's Obligation if Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable and the Premises are fully insured and covered under full standard extended risk insurance, the Premises shall be repaired or rebuilt as speedily as possible at the expense of Lessor with the insurance proceeds. Should there be a substantial interference with Lessee's activities due to such damage or destruction, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

b) Lessor's Obligation if Not Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenantable but the Premises are not fully insured and covered under full standard extended risk insurance, Lessor may, in its sole discretion, either rebuild or put the Premises in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this Lease as of a date not later than sixty (60) days after such damage or destruction. If Lessor elects to repair or rebuild the Premises, it shall, within sixty (60) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed to make the repairs or to rebuild within a reasonable time after such damage or destruction. Unless Lessor elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive any provision of any law to the contrary. However, if Lessee is prevented from using any portion or all of the Premises during such period, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

c) Lessor's and Lessee's Work if Premises Rebuilt. If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the basic building and interior work as it existed at the commencement of the Lease Term. Lessee shall fully repair or replace all fixtures, exterior signs, equipment and other installations not covered by insurance.

11. Default and Remedies

a) Event of Default Defined. Each of the following shall be deemed a material default and breach or Event of Default:

(i) if Lessee shall, after written notice, default in the payment of rent or any other sum due under this Lease for thirty (30) days after written notice of failure to do so;

(ii) if Lessee, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Lease and shall not cure or remedy such default with reasonable dispatch within a period not exceeding thirty (30) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied diligently within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

(iii) vacating or abandonment of the Premises;

(iv) if Lessee's interest, or any part of his interest, in this Lease be assigned or transferred, either voluntarily or by operation of law, without Lessor's consent;

(v) the filing or execution or occurrence of:

(1) a petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of his property, except a receiver appointed at the instance or request of Lessor;

(2) a petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation; or

(3) the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity.

(vi) if Lessee, after written notice, fails to take action to remove a lien against the Premises for ten (10) days. In the event, Lessee is aware of any lien filed against the Premises, Lessee shall immediately notify Lessor in writing of the existence of the lien.

Notwithstanding anything to the contrary contained in the foregoing default clauses, the parties hereto agree that if the Lessee shall have defaulted in the performance of any (but not necessarily the same) term or condition of this Lease for three or more times during any twelve month period during the term hereof, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by the Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults by the Lessee under the Lease which work a hardship upon the Lessor and deprive the Lessor of the timely performance by the Lessee hereunder.

b) Lessor's Remedies. Upon occurrence of any Event of Default, Lessor may, at its option without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

(i) Continuation of Lease. Lessor may elect to maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the premises. In the event Lessor elects not to terminate the lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and property of Lessee from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessee.

(ii) Termination of Lease. Lessor may elect to declare this Lease terminated, in which event the Lessor may terminate the Lessee's right to possession by any lawful means, the Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. Upon any such re-entry, Lessor shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Lessor in its sole discretion deems reasonable and necessary.

All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative. Any such re-entry or taking of possession of the Premises or property thereon shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages for any such re-entry or such taking of possession. Re-entry or taking of possession shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

c) Payment of Expenses Incurred to Cure Defaults by Lessee. In the event of Lessee's breach or default of any covenant in this Lease, Lessor may at any time, after notice to Lessee in the manner required by Paragraph 16 of this Lease, cure such breach or default for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expenses.

d) Waiver. A waiver of any breach or default shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

12. **Assignment and Subletting.** Lessee shall not assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the Premises, in whole or in part, by any person or persons other than Lessee, without the prior written consent of the Lessor, in the sole discretion of Lessor. Thereafter and for any other potential subtenant, Lessee may only sublet the Premises or any part thereof upon the prior written approval by the Lessor, in the sole discretion of Lessor, of the prospective sublessee; however, Lessee shall remain primarily liable for the obligations arising from this Lease. For the purposes of this paragraph, sublet shall mean a long term lease between the Lessee and a sublessee, not an agreement to use a portion of the Premises for a limited time such as the use of ice time.

13. **Lessor's Access to Premises.** Lessor and its designees shall have the right to enter the Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Premises, (b) to make repairs, additions or alterations to the Premises or the building of which the Premises form a part, and (c) for any lawful purpose.

14. **Holding Over.**

a) Effect of Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term, with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

b) Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by act of God excepted), subject to the requirements of Paragraph 7 of this Lease, together with all alterations, additions, and improvements that may have been made in, to, or on the Premises, except attached fixtures which have been removed without damage to the Premises, moveable furniture and unattached movable trade fixtures, all of which were put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term, whether Lessor desires to have the Premises or any part of the Premises restored to the condition the Premises were in when delivered to Lessee, and if Lessor shall so desire, then Lessee shall so restore the Premises or such part of the Premises before the end of the Lease Term, at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all of Lessee's property from the Premises, and all property not removed shall be deemed abandoned by Lessee. On or before the end of the Lease Term, Lessee shall deliver all of the operating manuals of all the equipment, heating and air conditioning systems, refrigeration systems and all other mechanical systems on the Premises. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee based on the delay.

15. **Representations.** The Lessee acknowledges and agrees that Lessee has been informed and understands that the Lessor makes no representations or warranties to the Lessee of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, with

regard to the Premises, its durability, fitness for a particular purpose, merchantability, condition, profitability and/or quality. Furthermore, the Lessee acknowledges that the Lessor and the Lessor's agents have made no representations of any material fact concerning the Premises, that the Lessee has had an adequate opportunity to inspect and investigate the Premises, that the Lessee has made a thorough independent examination and inspection of the Premises, that the Lessee is relying solely on that examination and inspection, and that the Lessee is acquiring possession of the Premises "AS IS." The Lessee's acceptance of possession of the premises shall constitute the Lessee's acknowledgment that the Premises are in good and tenantable condition.

16. Exculpatory Clauses.

a) Exemption of Lessor from Liability. Lessor shall not be liable to Lessee or to any other person whomsoever for any injury or damage to person or property occurring within or about the Premises or by any other Lessee of Lessor, unless caused by or resulting from the wilful and intentional acts of the Lessor or any of the Lessor's agents, servants or employees in the operation or maintenance of the Premises. Lessor shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of Lessor, or for any loss, damage or theft of property of Lessee, its agents, servants or employees.

b) Excusable Delays. Any prevention, delay or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise provided in this Lease.

c) Indemnification and Hold Harmless. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person(s), firm(s) or corporation(s), arising from the conduct or management of the operations conducted by the Lessee or arising out of any act or omission of Lessee, its contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Premises or any part thereof, and the walkways adjoining the Premises and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

17. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed to the Lessor at:

City of Hailey.
115 Main Street So.

Suite H
Hailey, ID 83333

or to the Lessee at: Hailey Chamber of Commerce, Inc.
PO Box 100
Hailey, ID 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Lease shall be deemed received on the date sent.

18. **Waiver**. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Lease.

19. **LEED Certification.** The Lessor and Lessee acknowledge that Lessor received LEED certification and Lessor wishes to maintain that LEED certification. To maintain that certification, the Lessee shall i) prohibit smoking within the building and 25 feet of any exterior entrance to the building , ii) use the preferred parking space, directly to the east of the Welcome Center which shall be limited to low emitting and fuel efficient vehicles (full electric, hybrid and biodiesel vehicles only) belonging to occupants or visitors of the Welcome Center, iii) recycle any and all commodities which are recycled by the solid waste franchise holder within Hailey, iv) operate HVAC and system controls within the programmed temperature ranges, determined by the Lessor and Lessee, v) use natural ventilation instead of air conditioning whenever possible, ensuring that all windows and doors remain closed, provided that when the Welcome Center is unoccupied and when an event, including but not limited to a rodeo, produces smoke, odors, dust or dirt that may enter the building through an open door or window as a result of its close proximity to the arena, the windows and doors shall remain closed, vi) use only products that have been certified by Green Seal's GS-42, Green Seal Environmental Standard for Cleaning Services (see list of products listed at http://www. greenseal.org /findgreensealproductsand services.aspx,) vii) participate in a building occupant survey regarding lighting and temperature controls and review operation of these controls within 10 month of occupancy, and viii) enter and exit through the single door, located on the eastern end of the south side of the Welcome Center, not through the wooden doors (the wooden doors should be utilized for Welcome Center visitors).

To maintain the LEED certification, the Lessor shall i) replace exterior LED and interior LED track lights with equivalent wattage LED lights, and ii replace interior fluorescent, low mercury, linear tube lights, with equivalent wattage low mercury bulbs (mercury content not to exceed an average mercury content of 45.18 picograms per lumen).

20. Exhibit Space and Meeting Room. Lessor and Lessor acknowledge that historic and interpretative exhibits will be placed within the Welcome Center, shown as the "Exhibit Space" on **Exhibit "A."** During Lessee's hours of operation, Lessee shall, to the extent possible, maintain a secure environment in the Exhibit Space. During Lessee's hours of non-operation, Lessee shall activate alarm system, and shall keep confidential to Lessee alarm codes. In the event of any damage to or theft of an exhibit, Lessee shall immediately report the damage or theft to the Lessor. In addition, Lessor and Lessee acknowledge that Lessee will have non-exclusive access to the Meeting Room, as shown on **Exhibit "A."** In the event of a conflict in the use of the Meeting Room between Lessor and Lessee, Lessor shall have priority to use the Meeting Room.

21. Miscellaneous Provisions.

a) Construction. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders. The word "person" shall include corporation, firm or association. This Lease or any section thereof shall not be construed against any party due to the fact that the Lease or any section thereof was drafted by a particular party.

b) Title and Captions. The headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

c) Final Agreement. This instrument contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all parties to this Lease or their respective successors in interest.

d) Time of Essence. Time is of the essence of each term and provision of this Lease.

e) All Required Payments are Additional Rent. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee and shall be additional rent.

f) Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

g) Governing Law. This Lease, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Lease and the several covenants, conditions and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Lease and by the laws of the State of Idaho.

h) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease.

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

j) Authority. Each signatory has full authority and consent to sign this Lease. Lessee represents and warrants to Lessor that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Lease and any and all documents related thereto.

k) Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Lease.

l) 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 Lease.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Lease to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this _____ day of October, 2015.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By:_____
Mary Cone, City Clerk

By:_____
Fritz X. Haemmerle, Mayor

LESSEE:

HAILEY CHAMBER OF COMMERCE INC., an Idaho non-profit corporation

By: _____
Debra Hall, its President

LEASE/13

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT: Public Works** **DEPT. HEAD SIGNATURE: MP**

SUBJECT: Resolution 2015-__, authorizing an $18,750 agreement with Clearwater Landscaping to install lights on Hailey's Main Street trees between Pine St. and Silver St.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Public Works Department issued a request for quotes for tree lighting services. Only one quote was received by the city. The quote was from Clearwater Landscaping to provide these services. Installation of the lighting will be completed by 5:00 p.m. on November 23, 2015. The work includes installing lights on 82 Main Street trees between Pine St. and Silver St. The $18,750 contract provides services as outlined in the attached letter of agreement.

It is not anticipated that this expense will be reoccurring. The Street Division will inspect the trees annually to ensure light strands don't tighten to the extent that they cause damage to street trees. Only when strands become tight will tree lights be removed and rewrapped. It is anticipated that removal and rewrapping will begin to occur on some trees in two years.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor	☐	Streets
☐	City Clerk	☐	Planning	☐	Treasurer
☐	Building	☐	Police	☐	_____
☐	Engineer	☐	Public Works, Parks	☐	_____
☐	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to adopt Resolution 2015-__, authorizing approval of the agreement and the Mayor's signature.

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)

CITY OF HAILEY
RESOLUTION NO. 2015-__

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING A LETTER OF AGREEMENT WITH CLEARWATER LANDSCAPING TO PROVIDE TREE LIGHTING SERVICES FOR HAILEY'S MAIN STREET TREES BETWEEN PINE ST. AND SILVER ST. FOR $18,750.00.

WHEREAS, the City of Hailey desires to approve a Letter of Agreement with Clearwater Landscaping to provide tree lighting services for 82 Main Street trees between Pine St. and Silver St.

WHEREAS, the City of Hailey and Clearwater Landscaping have agreed to the terms and conditions of the Letter of 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 Letter of Agreement between the City of Hailey and Clearwater Landscaping, and that the Mayor is authorized to execute the attached Letter of Agreement,

Passed this 2nd day of November, 2015.

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____

Mary Cone, City Clerk

Kirk w/ Clearwater dropped off

OCT 29 2015

Letter of Agreement for Main Street Tree Lighting Services

November 2, 2015

ATTN: Matt Hoskins
Clearwater Landscaping
PO Box 7690
Ketchum, ID 83340

Subject: Main Street Tree Lighting Agreement

Dear Matt:

The City of Hailey is pleased to enter into an agreement with Clearwater Landscaping to install holiday lighting on a minimum of 82 Main Street trees between Pine St. and Silver St. Please review the following details, sign this letter and return the original to the city. The city will then send you a complete, signed copy for your records.

The scope of work includes the following:

- Clearwater will communicate the number of light strands required to the Hailey Street Division; the city will purchase all light strands and provide them to Clearwater by November 9th.
- It is understood that appropriately dense lighting is the standard for Hailey Main Street holiday tree lights.
- All lights must be installed no later than 5:00 p.m. on November 23, 2015.
- Installation may commence as soon as the light strings are ordered and received by the city. Trees will be lit at a date and time specified by the city.
- All necessary equipment and labor will be provided by Clearwater.
- All work will be completed for a lump sum of $18,750.00.
- Lights will be installed in a manner that minimizes the need to remove lights and rewrap trees soon after the services provided by this agreement are complete (1-2 years), due to light strands strangling the trees. This will be considered when installing the lights to the greatest extent possible, without compromising the aesthetic or visual quality of the work.

Clearwater will conduct all services at the direction of the Hailey Street Division Manager.

Clearwater agrees that its services are carried out as an independent contractor under its own insurance with its own equipment. Clearwater agrees to carry and keep current $2,000,000 in general liability for tree lighting work and $500,000 in commercial auto and $2,000,000 in commercial umbrella policy and will be fully insured through workers compensation with the State Insurance Fund of Idaho.

The city is not liable for any damages that may occur as a result of Clearwater Landscaping carrying out the work of this agreement.

The City of Hailey looks forward to working Clearwater Landscaping.

Sincerely,

Mariel Miller
Director, Public Works

City of Hailey

_____ Date:_____
Fritz X. Haemmerle, Mayor

Clearwater Landscaping

Matt _____ Date: 10/29/15
Matt Hoskins, Owner

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT: Public Works** **DEPT. HEAD SIGNATURE: MP**

SUBJECT: Resolution 2015-__, authorizing the purchase proposal of 893 strands of LED lights with Dekra-Lite for installation along Hailey's Main Street trees between Pine St. and Silver St for $9,196.56.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

These lights will be installed by Clearwater Landscaping. It is not anticipated that this expense will be reoccurring. The Street Division will inspect the trees annually to ensure light strands don't tighten to the extent that they cause damage to street trees. Only when strands become tight will tree lights be removed and rewrapped. It is anticipated that removal and rewrapping will begin to occur on some trees in two years.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor	☐	Streets
☐	City Clerk	☐	Planning	☐	Treasurer
☐	Building	☐	Police	☐	_____
☐	Engineer	☒	Public Works, ~~Parks~~	☐	_____
☐	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to adopt Resolution 2015-__, authorizing approval of the purchase proposal and the Mayor's signature.

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)

CITY OF HAILEY
RESOLUTION NO. 2015-__

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE PURCHASE OF HOLIDAY TREE LIGHTS FOR HAILEY'S MAIN STREET TREES BETWEEN PINE ST. AND SILVER ST. FOR $9,196.56.

WHEREAS, the City of Hailey desires to purchase 893 LED lights to light 82 Main Street trees between Pine St. and Silver St.

WHEREAS, the City of Hailey agrees to the terms and conditions of DEKRA-LITE'S purchase proposal, 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 Dekra-Lite's purchase proposal and term and conditions, and that the Mayor is authorized to execute the attached proposal,

Passed this 2nd day of November, 2015.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Dekra-Lite™
Decoration Innovation

3102 W. ALTON AVE.
SANTA ANA, CA 92704
Phone: (714) 436-0705
Fax: (714) 436-0612

Proposal

PRP063410

TO

City Of Hailey
Attn: City Of Hailey
115 Main St., Ste. H
Hailey, ID 83333
USA
Phone: Fax: (208) 788-3686

SHIP TO

City Of Hailey
Attn: Kelly Schwarz
115 Main St., Ste. H
Hailey, ID 83333
USA

Customer P.O. Number	
Quote Date	10/28/15
Ship Date	10/30/15
Account Rep	George Livermore
Ship Via	BEST WAY
F.O.B.	Santa Ana
Payment Terms	Credit Card
Sales Tax Code	OUT OF STATE
Customer ID:	HAI002

Line	Product ID	Description	UOM	Qty	Unit Price	Tax	Extended
1	LMLED5M50L6GWWH	Warm White LED Mini Lights, 5MM Reflective, 6x6x6" sp, Grn Wire (50 Bulbs)	Each	768	$14.85	Y	$11,404.80
2	LMLEDREFL100L6MUL	Multi-Color LED Mini Lights, 5MM Reflective, 6" sp, Grn Wire, (100 Bulbs)	Stranc	125	$21.95	Y	$2,743.75
3	DISCOUNTMAT	Corporate Partner Discount - Materials	Each	1	-$4,951.99	Y	-$4,951.99

Terms & Payment Notes

Please sign and email or fax to (714) 436-0612
No Charge for Freight

Sub-Total	$9,196.56
Misc. Fees	0.00
Freight	0.00
Discount	0.00
Tax	$0.00
Total	**$9,196.56**

ACCEPTED BY DATE

AUTHORIZED SIGNATURE DATE

NAME

Dekra-Lite Terms and Conditions

Warranty: We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty 1season is defined as one installation and removal for a duration lasting no more than 60 days.

Return Policy: Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

Acceptance of Merchandise: All claims of merchandise delayed, lost or damaged in transit are the responsibility of the consignee/customer. When accepting shipment, claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with the delivering carrier. Failure to properly file claims may result in refusal of the claim by the carrier.

General Terms: The parties agree to the following additional terms of this contract
This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. T he prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.
A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order.
Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.
Installation: All requested changes to the described work on the proposal/order will be subject to additional charges.
Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.
Electrical Requirements: Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to décor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet décor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture.
Lighting or décor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of.
Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the décor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.
Storage: Storage charges and dates begin upon removal of décor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

Insurance: Our standard liability coverage limits are $2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Agg.; $1,000,000.00 Personal & Adv. Injury; $1,000,000.00 Each Occurrence; $1,000,000.00 Automobile Liability; $1,000,000.00 Workers' Compensation. Our excess liability coverage limits are $2,000,000.00 General Aggregate; $2,000,000.00 Products-Comp/Op Agg.; $2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/15 **DEPARTMENT: W/WW** **DEPT. HEAD SIGNATURE: RP**

SUBJECT: Resolution 2015-____, a Service Agreement with Cox Commercial for 36 months of internet service for the water and wastewater division offices at the Wastewater Treatment Plant.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The wastewater and water division have been using Safelink wireless internet for several years due to no other internet service options in the area. Cox Communication is now installing cable in the Glenbrook industrial area, allowing the Wastewater Treatment Plant offices another wireless internet option. Our present Safelink internet only gives us 5 X 2 Mpbs speed and a limited amount of data each month for $129.95. Cox offers unlimited data with speeds of 25 X 5 Mpbs (5 times faster downloads than Safelink) for $110.40 a month. This will save $19.55 a month.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor		
☐	City Clerk	☐	Planning	☐	Streets
☐	Building	☐	Police	☐	Treasurer
☐	Engineer	☒	Public Works	☐	_____
☐	Fire Dept.	☐	P & Z Commission	☐	_____
				☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2015-_____, authorizing the Mayor to sign and approving a 36 month service agreement with Cox Communications.

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)

CITY OF HAILEY
RESOLUTION NO. 2015-___

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A COMMERCIAL SERVICES AGREEMENT (AGREEMENT) WITH COX COMMUNICATIONS

WHEREAS, the City of Hailey desires to enter into an agreement with COX COMMUNICATION under which COX COMMUNICATION will INTERNET SERVICE for the City of Hailey at the Wastewater Treatment Plant located at 4297 Glenbrook Drive.

WHEREAS, the City of Hailey and COX COMMUNICATION 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 COX COMMUNICATION and that the Mayor is authorized to execute the attached Agreement,

Passed this 2nd day of November, 2015.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Commercial Services Agreement

10/21/2015

Cox Account Rep:	Matt Forman	**Cox System Address:**	
Phone Number:	402-934-1173	401 N 117th St	
Fax Number:	877-873-5036	Omaha, NE 68154	

Customer Information		**Authorized Customer Representative Information**	
Legal Company Name:	City of Hailey	**Full Name:**	Roger Parker
Street Address:	4297 GLENBROOK DR	**Billing Contact:**	208-720-7616
City/State/Zip:	Hailey, Idaho 83333	**Fax:**	
Billing Address:		**Contact Number:**	208-720-7616
City/State/Zip:		**Email Address:**	rogerpar@gmail.com
Cox Account #:	132-0000000-00		

Taxes and Fees Not Included

Service Description	Prev QTY	New QTY	Unit Price	Term *(Months)*	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
CBI 25-25Mbps x 5Mbps	0	1	$110.40	36	$110.40	
CBSS - 25 PC (Included)	0	1	$0.00	M-M	$0.00	
- Included Cox Mail Accounts	0	1	$0.00	M-M	$0.00	
- Static IP Address - Included	0	1	$0.00	M-M	$0.00	
Cox Online Backup 25GB	0	1	$0.00	M-M	$0.00	
Cox Business Internet Install Fee	0	1	$0.00			$0.00
CBIG0514	0	1	$0.00			$0.00
Totals:					$110.40	$0.00

Equipment Charges

Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.		Merge Bill
_____	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details

- General Terms. The following paragraph shall be added in its entirety as Section B12 to the General Terms of the Agreement:
B12- Cox Business Internet Gateway and Guest Wi-Fi. If Customer has purchased Cox Business Internet (CBI) Service, Cox may provide to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above in Section B5 ("Cox Business Internet Gateway (CBIG) Service") at Customer's premises. If Customer requires additional Gateways, Cox shall provide Customer with (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox shall not provide troubleshooting assistance directly to Customer's end users or for Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Cox shall lease the Gateway(s) to Customer for a monthly fee as reflected on the cover page of this Agreement and shall assess a nonrecurring charge for installation and activation of each Gateway provided to Customer. Cox shall retain ownership of the Gateway(s) during the Term, and Customer shall return the Gateway(s) to Cox in good and working condition and in the manner described in Section C3 (Equipment) of the General Terms. The Gateway(s) and any other Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at Customer's premises. Cox shall install the Gateway(s) in certain areas within Customer's premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks). Customer must provide Cox with at least one (1) electric power outlet providing 100-240V. Customer must also provide Cox with adequate space on a flat counter top or side wall at Customer's premises to install the Gateway(s), with minimum dimensions of" 8" x 24" per Gateway. Cox will provide basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support shall include the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low). If a Cox repair technician is required to visit Customer's premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble or outage. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox, Cox shall assess a Truck Roll charge to Customer, and such charge shall be determined on a time-and-materials basis. Customer's use of the Wi-Fi Service features of the CBIG and Guest Wi-Fi Services shall be subject to the terms and conditions of this Agreement including, without limitation, Section B5 (Wi-Fi Service) of the General Terms of this Agreement."
Except as contained herein, the terms of the Agreement remain in full force and effect; however, in the event of any inconsistency between the terms and provisions of this Addendum and the other terms and provisions of the Agreement, the terms and provisions of this Addendum shall be controlling for all purposes and in all respects.
This Addendum may be executed by facsimile and in counterparts, and an executed facsimile copy of this Addendum shall be deemed to be an original for all purposes.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://ww2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature	**CoxCom, LLC.; Cox Idaho Telcom, LLC Signature**
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://ww2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/15 **DEPARTMENT:** PW **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Motion to approve Resolution 2015-__, authorizing impound vehicle contract with Campeau Enterprises dba Advanced Towing through October 31, 2016.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Use of the Wastewater Treatment Plant property for storage of towed vehicles began in 2009 as a time saving measure during snow removal. At that time the location of Advanced Towing's storage lot changed from in Hailey to Glendale Rd. This meant a longer trip time and a reduction in how many vehicles could be removed during snow plowing times. This process has worked well in aiding our snowplowing work, resulting in less time spent replowing streets.

The Wastewater Division Manager has no complaints about the past towing activity at this location. The fee for the use of the wastewater plant increased from $100.00/month to $200/month in 2013. No changes to the agreement or increases are proposed at this time, excluding the ability of the city to require the stored vehicles to be relocated within the lease premises at any time, due to construction activity and/or post construction changes to the premises that require stored vehicles to be moved and stored in an alternative location within the premises.

A copy of the agreement and Resolution is attached.

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: (IFAPPLICABLE)

___	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 2015-___, authorizing an extension through October 31, 2016 of towing and impound contract with Advanced Towing to allow storage of towed vehicles at the Woodside Wastewater Treatment plant in exchange for a fee from the towing company of $200/month.

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: Record
Copies (all info.):
Instrument # _____

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

Draft 12-30-03

CITY OF HAILEY
RESOLUTION NO. 2015-____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH CAMPEAU ENTERPRISES, INC. dba ADVANCED TOWING.

WHEREAS, the City of Hailey desires to enter into a Towed Vehicle Storage Lease Agreement with Campeau Enterprises under which Campeau Enterprises will lease space to temporarily store towed vehicles at City owned property.

WHEREAS, the City of Hailey and Campeau Enterprises have agreed to the terms and conditions of the Vehicle Storage Lease 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 Vehicle Storage Lease Agreement between the City of Hailey and Campeau Enterprises and that the Mayor is authorized to execute the attached Agreement,

Passed this 2nd day of November, 2015.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

TOWED VEHICLE STORAGE LEASE AGREEMENT

THIS TOWED VEHICLE STORAGE LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of November, 2015 by and between CAMPEAU ENTERPRISES, INC., an Idaho corporation, dba ADVANCED TOWING AND RECOVERY ("Lessee") and CITY OF HAILEY, a municipal corporation ("Lessor").

The parties hereto covenant and agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises: Sewer Plant in South Woodside, Hailey, Idaho ("Leased Premises").

2. USE OF PREMISES. The Leased Premises may be used and occupied by Lessee only for storage of towed vehicles and for no other purpose or purposes without Lessor's prior written consent. Lessee shall store towed vehicles in areas designated by Lessor on the Leased Premises and shall be allowed access to any stored towed vehicles. Only Lessee and Lessee's employees and agents shall be allowed to access the Leased Premises for the sole purpose of storing and removing the stored towed vehicles. Lessee's access to the Leased Premises is limited to the area of storage of the towed vehicles and to the most direct access route to the stored towed vehicles.

Construction will continue at the Leased Premises during the term of this lease. The Lessee is advised of this activity and the potential need to relocate the stored vehicle area to a different location within the Leased Premises during and after the construction activity. The Lessee will be notified of the location or change in location of the Lessee's storage area within the Leased Premise following any relocation decision made by the Lessor.

3. LEASE TERM. The term of this Lease shall commence on November 2, 2015, and expire at midnight on October 31, 2016 ("Lease Term").

4. RENTAL. On or before the first day of every month after the Effective Date, Lessee shall pay to Lessor as minimum rent for the Leased Premises during the Basic Term, without offset or deduction, the sum of Two-hundred Dollars ($200.00) per month, regardless whether Lessee uses the Leased Premises. Lessor shall not be responsible for collection of charges from owners of towed vehicles. A towed vehicle may only be stored for a maximum of thirty (30) days, at which time Lessee is responsible to remove the towed vehicle from the Leased Premises.

5. INSURANCE. During the Lease Term, Lessee shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability and property damage of the Lessee, written by a responsible insurance company licensed to do business in Idaho, insuring against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Leased Premises. Such policy shall provide insurance against property damage in an amount not less than $1,000,000.00 and bodily injury

with limits of not less $1,000,000.00 per person and $2,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§ 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Lessor. Lessee shall also secure and maintain at least the statutory amounts of automobile liability insurance for all vehicles accessing the Leased Premises and worker's compensation in accordance with the laws of the State of Idaho. Upon request by Lessor, the Lessee shall provide Lessor evidence of acceptable insurance.

6. LESSOR'S ACCESS TO LEASED PREMISES. Lessor and its designees shall have the right to enter the Leased Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Leased Premises, (b) to make repairs, additions or alterations to the Leased Premises, and (c) for any lawful purpose.

7. EXCULPATORY CLAUSES.

7.1. Exemption of Lessor from Liability. Lessor shall not be liable to Lessee or to any other person whomsoever for any injury or damage to person or property related to towed vehicle storage occurring within or about the Leased Premises unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants or employees in the operation or maintenance of the Leased Premises. Lessor shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of Lessor.

7.2. Indemnification. Lessee agrees to indemnify, defend and save Lessor harmless from and against any and all claims arising out of any act or omission or negligence of Lessee related to towed vehicle storage, its contractors, licensees, agents, servants, or employees or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Leased Premises or any part thereof, from and against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon. Lessee shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Lessor, without cost or expense to Lessor.

8. NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed

to the Lessor at:

Advanced Towing and Recovery
P O Box 5507
Ketchum, ID 83340

or to the Lessee at:

City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice.

9. HOLDING OVER AND SURRENDER.

9.1. Effect of Holding Over. If Lessee should remain in possession of the Leased Premises after the expiration of the Lease Term with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at will.

9.2. Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Leased Premises, in good condition and repair (reasonable wear and tear, and damage by act of God excepted), together with all alterations, additions, and improvements that may have been made in, to, or on the Leased Premises.

10. MISCELLANEOUS PROVISIONS.

10.1. Integrated Agreement. This Agreement contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this Agreement or their respective successors in interest.

10.2. Time of Essence. Time is of the essence of each term and provision of this Agreement.

10.3. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

10.4. Governing Law. This Agreement, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Agreement and the several covenants, conditions, and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Agreement and by the laws of the State of Idaho.

10.5. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, 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.

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

10.7 Severability. The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Towed Vehicle Storage Lease Agreement the day and year first above written.

LESSEE:

CAMPEAU ENTERPRISES, INC., dba
ADVANCED TOWING AND RECOVERY

_____
Clayton Campeau, its president

LESSOR:

CITY OF HAILEY

By_____
Fritz X. Haemmerle, Mayor

ATTEST:

By_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Motion to approve Resolution 2015-____, and Revocable License, and to authorize the Mayor to sign.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In a review of documents I discovered the attached original license signed by the building owner but records do not show that this was formally approved by council and signed by the Mayor.

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: (IFAPPLICABLE)

__X_	City Attorney	_X_	City Clerk	___	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 2015-____, and Revocable License, and to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

REVOCABLE LICENSE

THIS REVOCABLE LICENSE is made this 27th day of ~~June,~~ July 2012, by and between Luke's Family Pharmacy, LLC ("Licensor") and the City of Hailey, a municipal corporation, of 115 Main Street South, Suite H, Hailey, Idaho 83333 ("Licensee").

RECITALS

A. Licensor presently owns Wertheimer building located at 101 S. Main St. and more particularly described as Lot 1A, Block 32, Hailey RPLT Lots 1-2 BLK 32 ("Property");

B. Licensee, through the Hailey Historic Preservation Commission, has identified the Property as a property of historic significance which should be posted with an informational plaque; and

C. Licensor is willing to allow the installation of an informational plaque on the Property, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the City of Hailey and Luke's Family Pharmacy, LLC hereby agree as follows:

1. Grant of License. Licensee is given permission and consent to keep an informational plaque attached to the Property at a location mutually acceptable to both parties, until the Licensor notifies the Licensee in writing to remove the informational plaque; provided, however, Licensee shall have sixty (60) days after receipt of notice to remove the informational plaque. Upon removal of the informational plaque, the Licensee shall fill in any holes and ensure that the surface of the under the informational plaque is similar to the color of the surrounding wall.

2. Notice. Notice by the Licensor to the Licensee to remove the informational plaque shall be written notice either hand delivered to the Licensee, or mailed by regular U.S. Mail to the Licensee at the address above, or subsequently provided by the Licensee to the Licensor.

3. Successors. This Revocable License shall run with the land and shall benefit and bind the successors, heirs and assigns of the Licensor and Licensee.

DATED this 27th day of ~~June,~~ July 2012.

"LICENSEE"
CITY OF HAILEY

By_____
Fritz X. Haemmerle, Mayor

"LICENSOR"

By Lucas Rell, President

REVOCABLE LICENSE/1

ATTEST:

_____
~~Mary Cone, City Clerk~~

STATE OF IDAHO)
) ss.
County of Blaine)

On this 30th day of June, 2012, before me, a Notary Public in the State of Idaho, personally appeared Lucas Snell, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

LISA McGINNIS NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Hailey, ID
Comm. expires: 10/12/12

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of June, 2012, before me, a Notary Public in and for said State, personally appeared Fritz X. Haemmerle, known or identified to me to be the Mayor of the City of Hailey, and the Mayor who subscribed said City name to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

REVOCABLE LICENSE/2

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Summary of Hailey Ordinance No. 1189 (Water and Wastewater Ordinance Amendments – Apartment amendment)

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1189 which amended Chapter 13 of the Hailey Municipal Code. This amendment primarily addressed the calculation of user and bond fees for multiple family housing. To ensure that the ordinance was effective before the end of October, this summary has already been published. I would ask that you ratify approval of the summary.

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: (IFAPPLICABLE)

___ 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 ratify and approve of the summary of Hailey Ordinance No. 1189.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1189

The following is a summary of the principal provisions of Ordinance No. 1189 of the City of Hailey, Idaho, duly passed and adopted October 19, 2015, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY AMENDING CHAPTERS 13.02 AND 13.04 OF THE HAILEY MUNICIPAL CODE, BY AMENDING SECTION 13.02.010(A) TO ADD DEFINITIONS OF DWELLING UNIT AND MULTIPLE-FAMILY DWELLING; BY AMENDING SECTION 13.04.130(A) TO CREATE AN EXCEPTION ON THE METHOD OF CALCULATING WATER USER FEES FOR MULTIPLE-FAMILY DWELLINGS AND TO CREATE AUTHORITY TO CHARGE FEES FOR USE OF A MUNICIPAL FILL SPOUT; BY AMENDING SECTION 13.04.130(B) TO CREATE AN EXCEPTION ON THE METHOD OF CALCULATING WASTEWATER USER FEES FOR MULTIPLE-FAMILY DWELLINGS; BY AMENDING SECTION 13.04.130(C) TO SPECIFY THAT THE CIRCUIT BREAKER REDUCTION IS FOR WATER BASE FEES AND WASTEWATER METERED AND BOND FEES; BY ADDING A NEW SUBSECTION 13.04.013(E) TO ESTABLISH A METHOD OF CALCULATING MULTIPLE-FAMILY DWELLING WATER AND WASTEWATER USE FEES; BY AMENDING SECTION 13.04.150, TO ADD NEW ADMINISTRATIVE FEES FOR INSUFFICIENT FUNDS, PROPERTY TRANSFERS AND TENANT/LANDLORD AGREEMENTS, AND ALLOWING FEE WAIVERS FOR CERTAIN INSPECTIONS AND REPAIRS; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE AND BY PROVIDING AN EFFECTIVE DATE AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1189 amends Chapters 13.02 and 13.04 of the Hailey Municipal Code, as follows:

Section 1 amends Section 13.02.010(A) of the Hailey Municipal Code by adding the definitions of Dwelling Unit and Multiple-Family Dwelling.

Section 2 amends Section 13.04.130(A) of the Hailey Municipal Code by including Dwelling Units in Multiple-Family Dwellings in the number of water users when assessing base water fees and water bond payment fees, by assessing metered water fees to each Dwelling Unit in a Multiple-Family Dwelling, and by authorizing a fill spout permit fee.

Section 3 amends Section 13.04.130(B) of the Hailey Municipal Code by calculating the metered wastewater fee based on an average amount of water used by each Dwelling Unit in a Multiple-Family Dwelling and by assessing the wastewater bond payment fees to dwelling units in Multiple-Family Dwellings.

Section 4 amends Section 13.04.130(C) of the Hailey Municipal Code by limiting a fee reduction based on the circuit breaker to water user base fees and wastewater metered and bond fees.

Section 5 amends Section 13.04.130 of the Hailey Municipal Code to add a new subsection 13.04.130(E) by describing the calculation of water and wastewater user fees for Multiple-Family Dwellings, by providing that monthly water user base and bond fees shall be charged for

each Dwelling Unit in a Multiple-Family Dwelling and assessed to the Multiple-Family Dwelling's owner or owner's agent, and by providing that monthly wastewater metered user and bond fees shall be assessed to Multiple-Family Dwellings.

Section 6 amends Section 13.04.150 of the Hailey Municipal Code by authorizing fees for insufficient funds checks and when there is a change of an account during a sale or lease of property, and by authorizing a fee waiver for certain home inspections and plumbing repairs.

Section 7 provides for a repealer clause.

Section 8 provides for a severability clause.

Section 9 provides for an effective date of the ordinance.

The full text of Ordinance No. 1189 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. 1189 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1189, 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 23rd day of October, 2015.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, October 28, 2015.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11-02-15 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:**_____

SUBJECT:
Request for a ratification of a special event, the event being the Hailey Halloween Hoopla held on Main, Bullion, 1st, Carbonate & Croy Streets (Friday, October 30th, 2015 from 3:00 p.m. to 5:00 p.m.).

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

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: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor	☒	Streets
☐	City Clerk	☒	Planning	☐	Treasurer
☐	Building	☒	Police	☐	_____
☒	Engineer	☐	Public Works, Parks	☐	_____
☒	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve ratification of a special event, the event being the Hailey Halloween Hoopla held on Main, Bullion, 1st, Carbonate & Croy Streets (Friday, October 30th, 2015 from 3:00 p.m. to 5:00 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 the Hailey Halloween Hoopla, 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. None

DATED this 2nd day of November 2015.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

_____
Mary Cone, City Clerk

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Halloween Hoopla (Friday, October 30th, 2015 from 3:00 p.m. to 5:00 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 2nd day of November 2015.

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 EST. 1881

RECEIVED OCT 19 2015 CITY OF HAILEY

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Hailey HALLOWEEN Hoopla

LOCATION FOR EVENT (Be specific ie.. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
☑ Public Property ☐ Private Property
MAIN ST & 1ST AVE, BULLION/CROY/CARBONET/Galena

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
10/30/15	Start Time: 3:00pm	End Time: 5:00pm	All Day: 2,000
	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 ☑ 125.00

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 125.00

III. ORGANIZATION INFORMATION

Sponsoring Organization: HAILEY CHAMBER OF COMMERCE

Applicant's Name: PAT BOWTON Title: Operations DIRECTOR

Address: P.O. Box 100 City: HAILEY State: ID Zip: 83333

Telephone Home: 788-3484 Mobile: 407-496-7665 FAX: 788-5321

Applicant Driver's License #: FA135218E Email: pat@haileyidaho.com

IV. EVENT INFORMATION

New Event: Yes _____ No X Annual Event: Yes X No _____ Years Operating 9

Event Category: ☐ Commercial ☑ Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: HALLOWEEN TRICK OR TREATING IN DOWNTOWN HAILEY at Local BUSINESSES

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: BISNETT INS Agent Name: BETTY URBANY Phone: 726-8866

Updated: 9/2/2015 (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
☐	☑	**Street Closures & Access / Parade** (if yes)	☐	☑	**Alcohol Served:** (Free of Charge) **Provider -**
		• Street Closure for Special Event Application and detailed map listing areas of closure is required. *An ITD permit and separate City form is required for Main Street closures.*	☐	☑	**Alcohol Sold:** Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) **Provider -**
		• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	☑	☑	**Food/Beverages** (Caterers) Please List: COX - POPCORN
☐	☑	**Barricades** If yes, please include a logistics map and # of barricades applicant is providing.	☑	☐	**Booths:** Profit / Non-Profit COX
☑	☐	**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.** HPD ASSIST AT CROSSINGS	☐	☑	**Vendors** (Items sold/ Solicitation) Please list:
			☑	☐	**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 10X10 - COX
☐	☑	**Electricity / Generators:** Size:_____		NO ☑	**Signs or Banners** *A separate application and fee are required for street banners.
☐	☐	**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.**	ADA #☐	Regular #☐ NO	**Portable Toilets / Wash Stations:** (Please provide one (1) permanent or portable toilet per 100 people) ***Contact Clear Creek Disposal for ordering: 208-726-9600**
☐	☑	**Amplified Sound**– (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.	☐	☑	**Sanitation:** Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) ***Contact Clear Creek Disposal for ordering: 208-726-9600**
☐	☑	**Overnight Camping** Please see City for designated areas.	☐	☑	**Water:** Drinking / Washing
☐	☑	**Lighting**: please attach plan if applicable.	☐	☑	**Open flame** or flame producing devices
☐	☑	**Gray Water Barrel / Grease Barrel**	☐	☑	**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: [signature] **Date:** 10/14/15

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/15 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2015-105, declaring Surplus Equipment and Personal property, authorizing its sale, recycle or disposal.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Old and out of service library equipment has been inventoried for disposal, as well as Library documents that have reached their retention minimum timeframe.

The city documents set for destruction have been authorized by the State Historical Society. The next step is for City Attorney, Mayor and Council to authorize the property as surplus and allow staff to dispose of as outlined in the resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #_____

Budget Line Item #_____ YTD Line Item Balance $____6_____

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

Staff Contact: _____ Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

_X__	City Attorney	_X_	City Clerk	___	Engineer	___	Building
_X__	Library	___	Planning	___	Fire Dept.	___	_____
___	Safety Committee	___	P & Z Commission	___	Police	___	_____
___	Streets	__	Public Works, WW	___	Mayor	___	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2015-105, declaring Surplus Equipment and Personal Property and authorizing its disposal, recycle or sale of said property.

FOLLOW-UP REMARKS:*

CITY OF HAILEY
RESOLUTION NO. 2015-105

RESOLUTION OF THE CITY OF HAILEY, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, DECLARING CITY PERSONAL PROPERTY SURPLUS AND TO PROVIDE FOR ITS DISPOSAL THROUGH SALE, DONATION, TRANSFER, RECYCLING, DISCARDING, DESTRUCTION, OR EXCHANGE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, AND APPROVAL ACCORDING TO LAW.

WHEREAS, City personal property has limited economic and/or useful life;

WHEREAS, pursuant to Idaho Code Section 50-907, cities must provide written request with a detailed list of proposed items to the Idaho State Historical Society Archivist prior to destruction, and the Archivist has thirty (30) days to accept or decline the records;

WHEREAS, prior to destruction or disposal of any non-permanent record as defined by our Records Retention Schedule with Resolution No. 2011-56, the Idaho State Historical Archivist has declined to accept our records and authorized City of Hailey to proceed with process of declaring them as surplus property;

WHEREAS, written notice with list of records was sent to the State Archivist on October 30, 2015 and approval was received by the State Archivist for the these items on the same day, October 30, 2015;

WHEREAS, the City Council and City Attorney must then authorize the destruction by Resolution; and

WHEREAS, the documents described below will be destroyed by a document shredding company:

Record type	Date range of records	Retention minimum	Okay to destroy after:
Brother Correctronic GX-8250 Electronic Typewriter	K9D982631	n/a	Sept. 2013
Brother DCP-7040 All-in-one Printer	U62065F0N291990	n/a	Sept. 2011
Gateway SK-9921 Keyboard	05K02907868D	n/a	Sept. 2008
Gateway SK-9921 Keyboard	7004359 || C215011	n/a	Sept. 2012
Dell Inspiron 6000 Laptop	BGB0181	n/a	Sept. 2012
Mitsumi Floppy Drive	D35353D	n/a	Sept. 2011

Disc Makers Reflex Disc Duplicator	R01VB1EM0070301124	n/a	Sept. 2010
Sony SLV-D370P DVD Player/Video Casette Recorder	0886069	n/a	Sept. 2012
Panasonic KX-FP200 Plain Paper Fax Machine	7LBFB293045	n/a	Sept. 2007
HP Laserjet 1320n Printer	CNDC5232Y1	n/a	Sept. 2011
Apollo 15000 Overhead Projector	00042701	n/a	Sept. 2007
Woodhead Power Cord	89IL	n/a	Sept. 2012
Percon PT 2000 Quantity 2	P3020021 P3020278	n/a	Sept. 2015
Percon Series 10 Plus	A0082297	n/a	Sept. 2012
HP Color LaserJet CP2025	CNGS450892	n/a	Sept. 2013
Gateway FPD1540 Monitor	404006932	n/a	Sept. 2012
Symbol Hand Scanner	N/A	n/a	Sept. 2015
		n/a	
Cash Mgt '08 & misc reports		5 years	Sept. 2013
Cash receipts '08 Computer Use reports '08		5 years	Sept. 2013
Cash & Stat Reports '01		5 years	Sept. 2006
Donation receipts '05-'06		3 years	Sept. 2009
cash mgt 10/07 through 4/08		5 years	Sept. 2013
Purchase receipts '90's		5 years	Sept. 2004
Money reports – teletype printer old system FY 09/10		5 years	Sept. 2015
Daily Cash reports & PO's 10/09 – 9/10		5 years	Sept. 2015
Sun Valley resort 2005 master plan ; USDA NATL Forest & BLM	Nov. 2007	n/a	
SH75 Timmerman to Ketchum	Feb. 2008		

environmental impact statement ITD & Fed Hwy Ad			
Craters of the Moon Management Plan	Nov. 2007		
Hanford Site Environmental Impact Statement	Nov. 2012		
Environmental Assessment Friedman Airport	Oct. 2012		
Northern Rocky Mtn. Invasive Plant Mgmt Plan – US Dept. of Interior – Natl. Park Service	Jan. 2011		
Wood River Region Airport Site Selection Study	Aug. 2006		
Friedman Memorial Airport Redevelopment plan and Analysis	May 2011		
Southern Idaho Environmental Resource Directory	1995		
Townsite Overlay District Text Recommendation Voluntary Remediation work plan Denovo Independence Site Blaine County ID volumes I, II, & III Radiation Health Effects & Hanford A Resource Book	No date March 2009 1995 & Feb. 2000		

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the disposal of all declared surplus personal property as outlined.

Passed this 2nd day of November, 2015.

City of Hailey

_____

Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

Consent/Approval by City Attorney:

_____
Ned Williamson, City Attorney

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/15 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 19, 2015 and to suspend reading of them.

AUTHORITY: ☐ ID Code 67-2344 ☐ 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:

☐	City Attorney	☒	City Clerk	☐	Engineer	☐	Mayor
☐	P & Z Commission	☐	Parks & Lands Board	☐	Public Works	☐	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 OCTOBER 19, 2015
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor Fritz Haemmerle. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:31:54 PM call to order by Mayor Haemmerle

Open Session for Public Comments:

No public comments

CONSENT AGENDA:

CA 416 Motion to approve Resolution 2015-92 authorizing the Mayor's signature and approving Change Order No. 1, for the Wastewater Treatment Plant's Biosolids Project, for the net amount of $8,065.15 for a credit for a change in concrete mix and an added cost for changes to the building 1
CA 417 Motion to approve 4th pay request under the Woodside Wastewater Treatment Plant Biosolids Project for Contractors Northwest Inc. in the amount of $134,643.56 10
CA 418 Resolution 2015-93, authorizing the Mayor to sign and approve a Corporate Outfitter Purchase Agreement for work clothes/uniforms for the Water Division 17
CA 419 Motion to approve Resolution 2015-94, authorizing an Agreement Joe's Backhoe Service, Inc., for a drywell and catch basin at River and Carbonate Streets for the amount of $11,000 23
CA 420 Motion to approve Resolution 2015-95, declaring Surplus Property and authorizing removal/destruction of items 31
CA 421 Motion to approve minutes of April 20, 2015 and to suspend reading of them 35
CA 422 Motion to approve claims for expenses incurred during the month of September 2015, and claims for expenses due by contract in October, 2015 43
CA 423 Motion to approve Treasurer's reports for September 2015 74

5:32:28 PM Burke moved to approve all consent agenda items, seconded by Keirn, motion passed unanimously.

MAYOR'S REMARKS:

5:32:50 PM Mayor Haemmerle presented at last week's Rotary Club meeting. He received interesting input. Haemmerle will continue to present to other groups beginning with the Hailey Chamber of Commerce. Stayed tuned on this topic.

PROCLAMATIONS AND PRESENTATIONS:

PP 424 Presentation by Pat McMahon from Sun Valley Water and Sewer on the Galena Groundwater District (a vote is discussed further under PH 430

Pat McMahon is the Sun Valley Water and Sewer District's 5:34:33 PM General Manager, and is also the District Manager of District 37. McMahon has been in Sun Valley since 2006. McMahon reads from a letter he prepared regarding the Galena Groundwater District which has recently been formed and is up for vote for officers on the Nov. 3rd election. McMahon implores this would be a good idea to avoid curtailment.

5:37:20 PM Mayor Haemmerle comments.

5:37:49 PM Carol Brown asks if we can discuss the voting now while McMahon is here.

5:38:18 PM Mayor Haemmerle moves item PH 430 to discuss now.

PH 430 Discussion and Resolution 2015-___ authorizing the Mayor to sign the Elector's Oath and vote on the Galena Groundwater District Formation and Representatives

5:38:36 PM Miller gives a background of this item. Hailey received this ballot for its ownership of 1.03 cfs groundwater irrigation rights. There are 3 Board of Directors being considered, one from each district. If the district is approved in the November election, then Municipal rights would need to be added later. Cost would be $154.50 for Hailey to join this district. (The fee is based on 1.03 cfs of groundwater rights - $3.00 per 0.02 cfs)

5:40:43 PM Williamson comments, he spoke with Mike Creamer our water rights attorney and he believes this would be a good idea and that Hailey should support this vote. We can figure out the municipal rights at a later date.

Keirn comments.

5:41:41 PM Williamson, page 124, minor change to the first Whereas clause change the "1.03 cfs of irrigation water rights" to "1.03 cfs of groundwater irrigation rights.".

5:42:10 PM Haemmerle asks a question. Miller responds. Haemmerle asks a question of McMahon. McMahon responds.

5:43:40 PM Cooley asks a question. McMahon responds.

No public comments.

5:44:33 PM Brown appreciates this district forming and appreciates the water rights attorney's information.

5:45:17 PM Cooley asks a question. Haemmerle answers Cooley's question. This is an opportunity to show support for the Groundwater District.

Cooley asks how often officers are elected.

5:47:52 PM **Brown adopts Resolution 2015-96, authorizes Mayor to vote, with modifying the first whereas clause by adding the word "groundwater" before irrigation, seconded by Keirn, motion passed with roll call vote. Brown yes. Keirn, yes. Cooley, yes. Burke, yes.**

APPOINTMENTS AND AWARDS:

AA 425 Library Board re-appointment - April MacLeod term expires Sept. 2015

5:49:20 PM Mayor Haemmerle speaks to this item. Mayor suggests the reappointment of April MacLeod.

5:50:01 PM **Brown moves to reappoint April MacLeod, and appreciates her many years of service, Keirn seconded, motion passed unanimously.**

AA 426 Mountain Rides Board appointment for 3 year term – Susan McBryant term expires Oct 2015

5:51:04 PM Susan McBryant is retiring from this board after many years of service to Hailey. And after advertising for this board opening to seek interested parties we found that Becki Keefer is interested.

5:51:34 PM **Brown moves to appoint Becki Keefer, seconded by Cooley, motion passed unanimously.**

5:52:56 PM On another topic, Burke asks if the traffic sensor tracks speed. Miller confirms yes.

PUBLIC HEARINGS:

PH 427 Discussion of October 13, 2015 FMAA meeting, and letter from U.S. DOT Federal Aviation Administration District Office Manager David Stelling

5:53:37 PM Williamson comments. Haemmerle comments.

5:55:27 PM Donna Serrano asks for a copy of the letter from packet.

PH 428 Consideration of a request by Leadership Circle, LLC on behalf of Natural Grocer for a new Private Road connecting Main Street and First Avenue in conjunction with a new specialty retail store, Natural Grocer (continued from 10/05/2015 meeting)

5:56:23 PM Horowitz answers the question that council posed in the last meeting. Horowitz explained that the private road and building would be constructed at the same time.

No public comments.

5:58:06 PM **Burke moves to approve new private road located on the side Lots of Lemon Subdivision Lots 1 and 2 and Tax Lot 4451 (Natural Grocers) as shown on the attached site**

plans, subject to the following conditions 1-6, seconded by Keirn, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes. Brown, yes.

PH 429 Consideration of Resolution 2015-85, setting user and connection fees for water and wastewater (cont'd from 9/21/15 meeting and 10/05/2015 meeting)

5:58:55 PM Miller gives an overview. On Sept 21st the first proposal of Water and Wastewater rates was discussed. Multi-Family rates was presented by an owner of an apartment complex and requested a revision accounting for this type of situation. Based on comments and council's direction, staff made changes. Miller worked with (Brian Yeager of Galena Engineers) City Engineer to calculate rates. Results are in tonight's packet. There is a small difference. Option A takes existing rates,6:02:20 PM then upper tiered users see greater increases at higher uses. Option B is more steady increases, no jump like in Option A.

6:04:54 PM Haemmerle asks a question about these options. Miller answers. General Discussion ensues about comparing Option A verses B.

6:08:16 PM Miller comments again regarding the options.

6:08:55 PM Haemmerle looks a pages 107 and 108 and comments that the reasons for the rate increases are included on these 2 pages of the packet.

6:09:13 PM Williamson feels the tiered approach is important for conservation.

6:09:39 PM Tony Evans with the Idaho Mountain Express asks a question about comparing the options. Evans asks a question about the Multi Family housing change. Haemmerle responds to Evans's question.

6:12:48 PM Miller answers Evans question.

6:13:35 PM Cooley explains the new rates.

6:15:05 PM Brian Yeager speaks to Evans questions.

6:16:17 PM Brown comments, Cooley's comments were very good. Brown likes option B. Burke supports Option B also, because she likes the increment increases.

6:17:52 PM Cooley, this gets reexamined every year. Cooley likes option B.

6:18:41 PM Keirn likes option B.

6:19:19 PM Haemmerle wants council to consider option A, he explains why.

6:20:24 PM **Keirn moves to approve Resolution 2015-85, with rate structure B, Brown seconded, motion passed unanimously.**

6:22:05 PM Williamson answers Keirns question – why were connection fees reduced. Yeager comments.

PH 431 Consideration of Title 18 – amendments approved by Planning and Zoning Commission and identified during the Municipal Code Codification project with Sterling Codifiers (to be cont'd to Nov. 2nd meeting) no documents

6:23:24 PM **Cooley moves to continue this item to the Nov. 2nd meeting, seconded by Burke, motion passed.**

OLD BUSINESS:

OB 432 Consideration of a Memorandum of Understanding between the City of Hailey, New Mobility West and selected consultant for transportation consulting services related to the New Mobility West Grant awarded to the City of Hailey

6:23:53 PM The New Mobility West consultant has selected a company from New York City which is known for its planning. Horowitz gives an overview. If approved this company will be here Dec. 9, 10, 11.

6:25:36 PM Williamson asks council to adopt a resolution with this agreement which is not in tonight's packet.

6:26:14 PM **Keirn moves to adopt agreement with Resolution 2015-97, seconded by Cooley, motion passed unanimously.**

OB 433 2nd Reading of Ordinance 1189 - amendments to Title 13, Water and Wastewater, to establish a circuit breaker fee reduction for wastewater based on the meter and bond fee, to establish authority for other administrative fees and fee waivers and to modify water and wastewater fees for multiple family dwellings

6:26:42 PM Miller explains minor title change in this ordinance on page 146 of packet section 6, item J, the previous title of this was "Transfer of Property" now it is "Administrative Fee for Sale or Lease of Property.".

6:28:20 PM **Burke moves to authorize 2nd Reading of Ordinance No. 1189, waive the 3rd reading, read by title only, and allow Mayor to sign ordinance. Motion passed unanimously.**

6:29:00 PM **Mayor Haemmerle conducts 2nd and final reading of Ordinance No. 1189 by title only.**

OB 434 Update regarding ITD's progress improving safety at the pedestrian crossing at the intersection of Airport Way and Highway 75 (Main St.)

6:30:50 PM Miller researched this item. And followed up with ITD on this item. An improvement project is planned within the year 6-12 months. Miller explains the enhanced light plan.

Cooley asks a question. Burke comments.

STAFF REPORTS:

6:34:46 PM HFD, our rating will stay the same. Having apparatus issues, unexpected, working with that, engine #4 will be replaced soon.

6:35:52 PM Miller discusses the stop sign at 3rd and Bullion, collecting data of traffic at this intersection. Roger Parker will present to council in a future November meeting, the progress of Wastewater Biosolids project.

Horowitz comments that Blaine County Commissioners have noticed for their meeting tomorrow Oct. 20th, a discussion of Bellevue/Hailey Area of City Impact, Horowitz and/or Williamson will attend to let the County know that Hailey is interested in participating in these discussions.

6:37:28 PM Dawson, Police made a significant arrest yesterday regarding fraudulent use of financial cards, the Mayor and Council will have a press release in their inboxes tomorrow about the situation.

6:38:00 PM Brown out for Nov. 2nd meeting will be at last 3 meetings of the year.

6:38:27 PM **With no further business, Cooley moves to adjourn, Burke seconds, motion passed.**

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AGENDA ITEM SUMMARY

DATE 11/02/2015 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of October 2015.

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:
Vendor.Vendor Number = 8606, 541

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
8606 HRA VEBA TRUST										
10/22	1	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	1,250.00	1,250.00	200-15-41126		1015
10/22	2	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	1,250.00	1,250.00	210-15-41126		1015
10/22	3	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	1,250.00	1,250.00	100-15-41126		1015
10/22	4	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	1,250.00	1,250.00	100-20-41126		1015
10/22	5	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	2,250.00	2,250.00	100-55-41126		1015
10/22	6	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	10,500.00	10,500.00	100-25-41126		1015
10/22	7	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	250.00	250.00	100-20-41126		1015
10/22	8	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	4,500.00	4,500.00	100-45-41126		1015
10/22	9	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	750.00	750.00	200-42-41126		1015
10/22	10	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	750.00	750.00	100-42-41126		1015
10/22	11	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	750.00	750.00	210-42-41126		1015
10/22	12	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	4,500.00	4,500.00	100-40-41126		1015
10/22	13	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	3,750.00	3,750.00	200-60-41126		1015
10/22	14	FY16 SEMIANNUAL CONTRIBUTION	Invoice	10/22/2015	11/02/2015	3,750.00	3,750.00	210-70-41126		1015
10/22/1	1	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	39.80	39.80	200-15-41126		1015
10/22/1	2	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	39.80	39.80	100-15-41126		1015
10/22/1	3	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	39.79	39.79	210-15-41126		1015
10/22/1	4	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	183.15	183.15	100-40-41126		1015
10/22/1	5	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	485.69	485.69	200-60-41126		1015
10/22/1	6	MONTHLY VEBA CONTRIBUTION - OCT	Invoice	10/22/2015	11/02/2015	119.39	119.39	210-70-41126		1015
Total 8606 HRA VEBA TRUST:						37,657.62	37,657.62			
541 STELLERS, DAVID										
10/8/15	1	PAYROLL ADVANCE	Invoice	10/08/2015	11/02/2015	195.00	195.00	100-00-15111		1015
Total 541 STELLERS, DAVID :						195.00	195.00			
Total :						37,852.62	37,852.62			
Grand Totals:						37,852.62	37,852.62			

Summary by General Ledger Account Number

Return to Agenda

AGENDA ITEM SUMMARY

DATE 11/02/2015 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of October 2015 that are set to be paid by contract for November 2015.

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, approve claims for payment.

FOLLOW UP NOTES:

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
176 ALLINGTON, RICK										
106	1	ATTORNEY FEES	Invoice	11/01/2015	11/01/2015	3,570.67	3,570.67	100-25-41313		1115
Total 176 ALLINGTON, RICK:						3,570.67	3,570.67			
757 ALPINE TREE SERVICE INC.										
24244	1	PRUNE LG ELM - RIVER ST AND BULLION	Invoice	10/15/2015	11/02/2015	380.00	380.00	100-40-41402	14.50.0005.1	1015
24245	1	REMOVE DEAD POPLAR ADJACENT CREATIVE E	Invoice	10/15/2015	11/02/2015	600.00	600.00	100-40-41402	14.50.0005.1	1015
24264	1	24264 REMOVE HAZARDOUS COTTONWOODS - 1	Invoice	10/20/2015	11/02/2015	800.00	800.00	100-40-41402	14.50.0005.1	1015
Total 757 ALPINE TREE SERVICE INC. :						1,780.00	1,780.00			
2918 AMERIPRIDE LINEN AND APPAREL S										
240045	1	UNIFORMS WW	Invoice	10/15/2015	11/02/2015	191.18	191.18	210-70-41703		1015
240046	1	UNIFORMS WW	Invoice	10/22/2015	11/02/2015	226.78	226.78	210-70-41703		1015
Total 2918 AMERIPRIDE LINEN AND APPAREL S:						417.96	417.96			
1570 ANIXTER INC										
259-78	1	NETWORK PROJECT PARTS	Invoice	10/09/2015	11/02/2015	218.23	218.23	100-15-41533		1015
259-78	2	NETWORK PROJECT PARTS	Invoice	10/09/2015	11/02/2015	218.23	218.23	200-15-41533		1015
259-78	3	NETWORK PROJECT PARTS	Invoice	10/09/2015	11/02/2015	218.23	218.23	210-15-41533		1015
Total 1570 ANIXTER INC:						654.69	654.69			
1438 ARELLANO, NANCY										
11/2/15	1	per diem Safety and security training 11/2/15	Invoice	10/27/2015	11/02/2015	12.75	12.75	100-15-41724		1015
11/2/15	2	per diem Safety and security training 11/2/15	Invoice	10/27/2015	11/02/2015	12.75	12.75	200-15-41724		1015
11/2/15	3	per diem Safety and security training 11/2/15	Invoice	10/27/2015	11/02/2015	12.75	12.75	210-15-41724		1015
Total 1438 ARELLANO, NANCY:						38.25	38.25			
215 ARNOLD MACHINERY COMPANY										
B1E51	1	B1E517 CREDIT - ALTERNATOR - PD CK #36871	Invoice	10/19/2015	11/02/2015	309.94-	309.94-	100-40-41405		1015
Total 215 ARNOLD MACHINERY COMPANY :						309.94-	309.94-			
375 ATKINSON'S MARKET										
000203	1	Halloween Decorations	Invoice	10/20/2015	11/02/2015	29.75	29.75	100-20-41215	12.40.0002.1	1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 375 ATKINSON'S MARKET :						29.75	29.75			
498 BARRY EQUIPMENT & RENTAL										
139532	1	139532-2 COMPRESSOR AND HOSE - PARK BLO	Invoice	09/21/2015	11/02/2015	1,473.39	1,473.39	100-50-41403		1315
Total 498 BARRY EQUIPMENT & RENTAL:						1,473.39	1,473.39			
5232 BEST WEST. VISTA INN & AIRPORT										
187461	1	FOLIO# 187461 DEREK STEWART TRAINING	Invoice	10/07/2015	11/02/2015	89.00	89.00	100-25-41724		1015
Total 5232 BEST WEST. VISTA INN & AIRPORT:						89.00	89.00			
174 BIG WOOD LANDSCAPE, INC.										
6729	1	6729 CUTTERS IRRIGATION	Invoice	08/19/2015	11/02/2015	7,866.84	7,866.84	100-50-41403		1315
7144	1	7144 CUTTERS BLOWOUT INSTALLATION	Invoice	10/14/2015	11/02/2015	915.00	915.00	100-50-41403		1015
Total 174 BIG WOOD LANDSCAPE, INC.:						8,781.84	8,781.84			
5361 CENTURY LINK - PHONE SERVICE										
10/1/15	1	POLICE DEPT L 208-788-0258 309M	Invoice	10/01/2015	11/02/2015	224.06	224.06	100-25-41713		1315
Total 5361 CENTURY LINK - PHONE SERVICE:						224.06	224.06			
644 CITY OF HAILEY PETTY CASH										
000203	1	Atkinsons Hoover Vaccuum bags	Invoice	01/08/2015	11/02/2015	8.47	8.47	100-55-41211		1315
000207	1	Atkinsons Market battery - petty cash	Invoice	01/08/2015	11/02/2015	2.11	2.11	100-55-41211		1315
100010	1	USPS money order shipping costs pelican light warra	Invoice	06/25/2014	11/02/2015	7.11	7.11	100-55-41213		1315
100010	1	USPS 2 bubble packages and shipping costs petty ca	Invoice	01/16/2015	11/02/2015	11.36	11.36	100-55-41213		1315
100030	1	USPS 1st class shipping costs petty cash	Invoice	07/11/2014	11/02/2015	1.19	1.19	100-55-41213		1315
100040	1	USPS shipping costs petty cash	Invoice	06/17/2014	11/02/2015	6.85	6.85	100-55-41213		1315
136	1	Albertsons Libman mop hfd petty cash	Invoice	10/23/2015	11/02/2015	16.95	16.95	100-55-41211		1015
1806 0	1	The home Depot blk & wht lighted push button petty c	Invoice	04/16/2015	11/02/2015	5.27	5.27	100-55-41215		1315
B20160	1	L.L.I greens fastners - petty cash	Invoice	10/01/2014	11/02/2015	1.34	1.34	100-55-41215		1315
Total 644 CITY OF HAILEY PETTY CASH:						60.65	60.65			
4399 CODE 4 PUBLIC SAFETY ED ASSOC INC										
13111	1	Front desk safety & Security 11.2.15 Kristy	Invoice	10/22/2015	11/02/2015	99.00	99.00	100-55-41723		1015
13117	1	Front desk safety & Security 11.2.15 N. Arellano	Invoice	10/22/2015	11/02/2015	33.00	33.00	100-15-41723		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
13117	2	Front desk safety & Security 11.2.15 N. Arellano	Invoice	10/22/2015	11/02/2015	33.00	33.00	200-15-41723		1015
13117	3	Front desk safety & Security 11.2.15 N. Arellano	Invoice	10/22/2015	11/02/2015	33.00	33.00	210-15-41723		1015
Total 4399 CODE 4 PUBLIC SAFETY ED ASSOC INC:						198.00	198.00			
50375 CONTRACTORS NORTHWEST INC										
4RL	1	BIOSOLIDS HANDLING IMPROVEMENTS - PAY ES	Invoice	09/02/2015	11/02/2015	134,643.56	134,643.56	235-78-41549	13.42.0009.1	1315
Total 50375 CONTRACTORS NORTHWEST INC:						134,643.56	134,643.56			
337 COPY & PRINT LLC										
68102	1	68102 LAMINATED SIGNS WINDOW PAINTING	Invoice	09/28/2015	11/02/2015	3.00	3.00	100-42-41413		1015
68102	2	68102 LAMINATED SIGNS WINDOW PAINTING	Invoice	09/28/2015	11/02/2015	3.00	3.00	200-42-41413		1015
68102	3	68102 LAMINATED SIGNS WINDOW PAINTING	Invoice	09/28/2015	11/02/2015	3.00	3.00	210-42-41413		1015
Total 337 COPY & PRINT LLC:						9.00	9.00			
1577 CRIST & SONS CONTRACTORS INC										
3937	1	REPAIR ROOF	Invoice	09/30/2015	11/02/2015	8,784.00	8,784.00	200-60-41413		1315
3938	1	ASBESTOS TESTING	Invoice	09/30/2015	11/02/2015	190.00	190.00	200-60-41413		1315
3939	1	REPAIR ROOF	Invoice	09/30/2015	11/02/2015	13,674.00	13,674.00	200-60-41413		1315
Total 1577 CRIST & SONS CONTRACTORS INC:						22,648.00	22,648.00			
663 D&B SUPPLY										
54009	1	WORK BOOTS	Invoice	10/16/2015	11/02/2015	154.99	154.99	200-60-41703		1015
59342	1	UTILITY CLOTHING	Invoice	10/07/2015	11/02/2015	154.98	154.98	100-40-41215		1015
Total 663 D&B SUPPLY :						309.97	309.97			
2912 DAVIS EMBROIDERY										
25631	1	25631 EMBROIDERED WORK WEAR	Invoice	09/30/2015	11/02/2015	401.12	401.12	100-40-41703		1315
Total 2912 DAVIS EMBROIDERY:						401.12	401.12			
50390 DEKRA-LITE										
10/28	1	PRP063410 DOWNTOWN TREE LIGHT STRANDS	Invoice	10/28/2015	11/02/2015	9,196.56	9,196.56	100-40-41225	12.40.0002.1	1015
Total 50390 DEKRA-LITE:						9,196.56	9,196.56			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
781 DIG LINE										
005274	1	0052742-IN DIG LINE FEES W	Invoice	09/30/2015	11/02/2015	54.74	54.74	200-60-41325		1315
005274	2	0052742-IN DIG LINE FEES WW	Invoice	09/30/2015	11/02/2015	54.74	54.74	210-70-41325		1315
Total 781 DIG LINE :						109.48	109.48			
6162 DISCOUNT PAPER PRODUCTS INC.										
200246	1	receipt printer rolled paper	Invoice	10/22/2015	11/02/2015	77.56	77.56	100-45-41215		1015
Total 6162 DISCOUNT PAPER PRODUCTS INC.:						77.56	77.56			
4513 EBSCO INDUSTRIES										
008557	1	magazine subscriptions	Invoice	10/13/2015	11/02/2015	3.30	3.30	100-45-41735		1015
Total 4513 EBSCO INDUSTRIES:						3.30	3.30			
3094 ENERGY LABORATORIES, INC.										
351060	1	LAB TESTING WW	Invoice	10/09/2015	11/02/2015	317.00	317.00	210-70-41795		1015
Total 3094 ENERGY LABORATORIES, INC.:						317.00	317.00			
5007 FIRST ALARM LLC										
2804	1	MONTHLY FIRE AND SECURITY MONITORING W	Invoice	10/15/2015	11/02/2015	75.00	75.00	210-70-41747		1015
Total 5007 FIRST ALARM LLC:						75.00	75.00			
101 GALENA ENGINEERING, INC.										
8/27/15	1	3830.22 MISC SMALL PROJECTS	Invoice	08/27/2015	11/02/2015	2,179.95	2,179.95	100-40-41313		1315
9/15/15	1	ENGINEER REVIEW - THE COTTAGES	Invoice	09/15/2015	11/02/2015	230.00	230.00	100-20-41313	15.42.0006.1	1315
9/21/15	1	3830.22 MISC SMALL PROJECTS	Invoice	09/21/2015	11/02/2015	201.25	201.25	200-60-41313		1315
9/21/15	2	3830.22 MISC SMALL PROJECTS	Invoice	09/21/2015	11/02/2015	201.25	201.25	210-70-41313		1315
Total 101 GALENA ENGINEERING, INC. :						2,812.45	2,812.45			
213 GALLS, AN ARAMARK COMPANY										
004225	1	MENS WORK SHIRT	Invoice	10/14/2015	11/02/2015	43.77	43.77	100-25-41703		1015
Total 213 GALLS, AN ARAMARK COMPANY:						43.77	43.77			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
6023 GIVENS PURSLEY LLP										
169132	1	169132 GENERAL WATER	Invoice	09/24/2015	11/02/2015	1,080.00	1,080.00	200-60-41313	15.60.0001.1	1315
169133	1	169133 BIG WOOD DELIVERY CALL	Invoice	09/01/2015	11/02/2015	13,569.02	13,569.02	200-60-41313	15.60.0001.1	1315
Total 6023 GIVENS PURSLEY LLP:						14,649.02	14,649.02			
1144 GUNTER, JEFF										
12/6/15	1	PER DIEM -GUNTER CHIEF MEETING	Invoice	10/27/2015	11/02/2015	139.25	139.25	100-25-41724		1015
Total 1144 GUNTER, JEFF :						139.25	139.25			
2808 HD SUPPLY WATERWORKS LTD										
E38902	1	VALVE BOX RISERS	Invoice	10/07/2015	11/02/2015	446.40	446.40	200-60-41403		1015
E49182	1	GRADE RINGS	Invoice	10/07/2015	11/02/2015	59.98	59.98	200-60-41403		1015
E49182	2	METER LID	Invoice	10/07/2015	11/02/2015	161.60	161.60	200-60-41403		1015
E49182	3	METER PIT	Invoice	10/07/2015	11/02/2015	129.36	129.36	200-60-41403		1015
E49184	1	R900I REGISTERS	Invoice	10/07/2015	11/02/2015	2,587.20	2,587.20	220-65-41403		1015
E49184	2	ANTENNAS	Invoice	10/07/2015	11/02/2015	184.80	184.80	220-65-41403		1015
E49184	3	3/4" METERS	Invoice	10/07/2015	11/02/2015	3,548.16	3,548.16	220-65-41403		1015
Total 2808 HD SUPPLY WATERWORKS LTD:						7,117.50	7,117.50			
1587 HOMAN, WILLIAM & SUSAN										
10/15/1	1	Refund Credit Bal. 891 Deerfield	Invoice	10/15/2015	11/02/2015	73.88	73.88	100-00-15110		1015
Total 1587 HOMAN, WILLIAM & SUSAN:						73.88	73.88			
4900 IACP NET										
26432	1	ANNUAL PAYMENT MEMBERSHIP	Invoice	10/14/2015	11/02/2015	525.00	525.00	100-25-41711		1015
Total 4900 IACP NET:						525.00	525.00			
418 IDAHO CHIEF'S OF POLICE ASSOCI										
12/7/15	1	IDAHO CHIEF OF POLICE MEETING	Invoice	10/27/2015	11/02/2015	150.00	150.00	100-25-41723		1015
Total 418 IDAHO CHIEF'S OF POLICE ASSOCI:						150.00	150.00			
671 IDAHO LUMBER & HARDWARE										
624307	1	624307 STRINGLINE W/REEL 500' - KEEFER	Invoice	10/19/2015	11/02/2015	11.99	11.99	100-50-41403		1015
624571	1	624571 5 GALLON BUCKETS	Invoice	10/21/2015	11/02/2015	6.48	6.48	100-40-41403		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
624695	1	624695 CONCRETE SONA TUBE AND 12 X 2 SELF	Invoice	10/22/2015	11/02/2015	114.82	114.82	100-50-41403		1015
624731	1	624731 CONCRETE MIX AND PALLET CHARGE - K	Invoice	10/22/2015	11/02/2015	250.13	250.13	100-50-41403		1015
625125	1	625125 REDWOOD 2 X 12 X 18 KEEFER	Invoice	10/26/2015	11/02/2015	720.00	720.00	100-50-41403		1015
625214	1	625214 SURVEY STAKES KEEFER	Invoice	10/27/2015	11/02/2015	34.73	34.73	100-50-41403		1015
Total 671 IDAHO LUMBER & HARDWARE:						1,138.15	1,138.15			
22433 IDAHO POWER										
10/20	1	IP Accnt#2204414540 Street lights	Invoice	10/20/2015	11/02/2015	175.45	175.45	100-40-41717		1015
10/20	2	IP Accnt#2204935643 STREET -1811 MERLIN LOO	Invoice	10/20/2015	11/02/2015	494.06	494.06	100-40-41717		1015
10/20	3	IP Accnt#2204935643 HFD	Invoice	10/20/2015	11/02/2015	257.47	257.47	100-55-41717		1015
10/20	4	IP Accnt#2204935643 LIBRARY	Invoice	10/20/2015	11/02/2015	508.00	508.00	100-45-41717		1015
10/20	5	IP Accnt#2204935643 /33%	Invoice	10/20/2015	11/02/2015	156.12	156.12	100-42-41717		1015
10/20	6	IP Accnt#2204935643 /33%	Invoice	10/20/2015	11/02/2015	156.12	156.12	200-42-41717		1015
10/20	7	IP Accnt#2204935643 /33%	Invoice	10/20/2015	11/02/2015	156.12	156.12	210-42-41717		1015
10/20	8	IP Accnt#2204637769 W WATER	Invoice	10/20/2015	11/02/2015	9,222.44	9,222.44	210-70-41717		1015
10/20	9	IP Accnt#2200663470 Elm Alley	Invoice	10/20/2015	11/02/2015	5.25	5.25	100-40-41717		1015
10/20	10	IP Accnt#2220558908 HEAGLE/1151 War Eagle	Invoice	10/20/2015	11/02/2015	65.33	65.33	100-40-41717		1015
Total 22433 IDAHO POWER:						11,196.36	11,196.36			
5179 IDAHO SUNSHINE MEDIA										
1190	1	Advertising library board opening	Invoice	09/16/2015	11/02/2015	32.50	32.50	100-45-41319		1315
1190	2	Advertising mountain rides board opening	Invoice	09/16/2015	11/02/2015	10.83	10.83	100-15-41319		1315
1190	3	Advertising mountain rides board opening	Invoice	09/16/2015	11/02/2015	10.83	10.83	200-15-41319		1315
1190	4	Advertising mountain rides board opening	Invoice	09/16/2015	11/02/2015	10.84	10.84	210-15-41319		1315
Total 5179 IDAHO SUNSHINE MEDIA:						65.00	65.00			
612 INGRAM BOOK COMPANY										
897335	1	Library Books and Materials	Invoice	10/09/2015	11/02/2015	65.78	65.78	100-45-41535		1015
897413	1	Library Books and Materials	Invoice	10/11/2015	11/02/2015	55.95	55.95	100-45-41535		1015
897413	1	Library Books and Materials	Invoice	10/11/2015	11/02/2015	14.60	14.60	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	15.09	15.09	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	16.21	16.21	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	30.23	30.23	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	31.32	31.32	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	30.77	30.77	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	15.11	15.11	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	6.93	6.93	100-45-41535		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	2.31	2.31	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	27.99	27.99	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	33.03	33.03	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	22.49	22.49	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	61.65	61.65	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	7.83	7.83	100-45-41535		1015
897938	1	Library Books and Materials	Invoice	10/14/2015	11/02/2015	7.83	7.83	100-45-41535		1015
898157	1	Library Books and Materials	Invoice	10/15/2015	11/02/2015	16.21	16.21	100-45-41535		1015
898157	1	Library Books and Materials	Invoice	10/15/2015	11/02/2015	89.96	89.96	100-45-41535		1015
898157	1	Library Books and Materials	Invoice	10/15/2015	11/02/2015	12.29	12.29	100-45-41535		1015
898157	1	Library Books and Materials	Invoice	10/15/2015	11/02/2015	10.08	10.08	100-45-41535		1015
898268	1	Library Books and Materials	Invoice	10/16/2015	11/02/2015	28.17	28.17	100-45-41535		1015
898315	1	Library Books and Materials	Invoice	10/16/2015	11/02/2015	575.49	575.49	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	47.58	47.58	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	28.53	28.53	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	31.32	31.32	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	15.12	15.12	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	14.56	14.56	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	5.59	5.59	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	101.77	101.77	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	15.12	15.12	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	15.63	15.63	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	5.59	5.59	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	92.32	92.32	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	196.71	196.71	100-45-41535		1015
898534	1	Library Books and Materials	Invoice	10/19/2015	11/02/2015	16.21	16.21	100-45-41535		1015
898707	1	Library Books and Materials	Invoice	10/20/2015	11/02/2015	21.22	21.22	100-45-41535		1015
898707	1	Library Books and Materials	Invoice	10/20/2015	11/02/2015	20.76	20.76	100-45-41535		1015
Total 612 INGRAM BOOK COMPANY:						1,805.35	1,805.35			
229 INTEGRATED TECHNOLOGIES										
33934	1	MX2300N Copier Charges	Invoice	10/09/2015	11/02/2015	61.31	61.31	100-15-41325		1015
34227	1	Copies charge 34227	Invoice	10/14/2015	11/02/2015	40.27	40.27	100-15-41325		1015
34227	2	Copies charge 34227	Invoice	10/14/2015	11/02/2015	40.27	40.27	200-15-41325		1015
34227	3	Copies charge 34227	Invoice	10/14/2015	11/02/2015	40.26	40.26	210-15-41325		1015
34382	1	Copier Maintenance	Invoice	10/16/2015	11/02/2015	55.00	55.00	100-25-41325		1015
34744	1	#34744 Contract services 9/28-10/27/2015	Invoice	10/21/2015	11/02/2015	24.19	24.19	100-55-41215		1015
34918	1	Library contract	Invoice	10/22/2015	11/02/2015	97.14	97.14	100-45-41325		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 229 INTEGRATED TECHNOLOGIES:						358.44	358.44			
384 INTERMOUNTAIN GAS COMPANY										
10/26/1	1	METER 536199 P/W 33.3%	Invoice	10/16/2015	11/02/2015	.98	.98	100-42-41717		1015
10/26/1	2	METER 536199 P/W 33.3%	Invoice	10/16/2015	11/02/2015	.98	.98	200-42-41717		1015
10/26/1	3	METER 536199 P/W 33.3%	Invoice	10/16/2015	11/02/2015	.98	.98	210-42-41717		1015
10/26/1	4	METER 536199 P/W 33.3%	Invoice	10/16/2015	11/02/2015	2.91	2.91	100-45-41717		1015
10/26/1	5	METER 18993 WW	Invoice	10/16/2015	11/02/2015	164.24	164.24	210-70-41717		1015
10/26/1	6	METER 18993 WW	Invoice	10/16/2015	11/02/2015	164.24	164.24	200-60-41717		1015
10/26/1	7	METER 520352 PW	Invoice	10/16/2015	11/02/2015	2.06	2.06	100-50-41717		1015
10/26/1	8	METER 517964 WTP	Invoice	10/16/2015	11/02/2015	2.06	2.06	210-70-41717		1015
10/26/1	9	METER 426719 WTP	Invoice	10/16/2015	11/02/2015	55.46	55.46	210-70-41717		1015
10/26/1	10	METER 131477 ST	Invoice	10/16/2015	11/02/2015	34.81	34.81	100-40-41717		1015
10/26/1	11	METER 108309 WTP	Invoice	10/16/2015	11/02/2015	16.54	16.54	210-70-41717		1015
10/26/1	12	METER 481812 HFD	Invoice	10/16/2015	11/02/2015	18.84	18.84	100-55-41717		1015
Total 384 INTERMOUNTAIN GAS COMPANY:						464.10	464.10			
330 JANES ARTIFACTS										
026374	1	g2 pens	Invoice	10/26/2015	11/02/2015	37.50	37.50	100-20-41215		1015
026374	2	duster for keyboard, scissors, glue sticks and sharpie	Invoice	10/26/2015	11/02/2015	11.16	11.16	100-15-41215		1015
026374	3	duster for keyboard, scissors, glue sticks and sharpie	Invoice	10/26/2015	11/02/2015	11.16	11.16	200-15-41215		1015
026374	4	duster for keyboard, scissors, glue sticks and sharpie	Invoice	10/26/2015	11/02/2015	11.16	11.16	210-15-41215		1015
Total 330 JANES ARTIFACTS:						70.98	70.98			
50359 KIM ANDERSON PAINTING LLC										
10/14	1	library windows--1 west and 1 southeast	Invoice	10/14/2015	11/02/2015	1,226.81	1,226.81	100-45-41413		1015
Total 50359 KIM ANDERSON PAINTING LLC:						1,226.81	1,226.81			
386 L.L. GREENS										
A40216	1	A402167 ANTIFREEZE - PARK BATHROOMS	Invoice	10/08/2015	11/02/2015	71.82	71.82	100-50-41403		1015
A40303	1	LUMBER CRAYON	Invoice	10/15/2015	11/02/2015	1.29	1.29	200-60-41403		1015
A40303	2	BATTERIES	Invoice	10/15/2015	11/02/2015	15.99	15.99	200-60-41403		1015
A40305	1	SPRAY PAINT	Invoice	10/15/2015	11/02/2015	12.28	12.28	200-60-41403		1015
A40347	1	FASTENERS	Invoice	10/19/2015	11/02/2015	1.38	1.38	200-60-41403		1015
A40347	2	BATTERIES	Invoice	10/19/2015	11/02/2015	15.99	15.99	200-60-41403		1015
A40390	1	A403903 LIGHT BULBS CITY HALL	Invoice	10/23/2015	11/02/2015	5.66	5.66	100-42-41413		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
A40390	2	A403903 LIGHT BULBS CITY HALL	Invoice	10/23/2015	11/02/2015	5.66	5.66	200-42-41413		1015
A40390	3	A403903 LIGHT BULBS CITY HALL	Invoice	10/23/2015	11/02/2015	5.66	5.66	210-42-41413		1015
Total 386 L.L. GREENS :						135.73	135.73			
2356 LARSEN FIRE APPARATUS SERVICE										
1472	1	#1472 Annual pump testing for E1, E2, E4	Invoice	10/10/2015	11/02/2015	590.00	590.00	100-55-41415		1015
Total 2356 LARSEN FIRE APPARATUS SERVICE:						590.00	590.00			
2958 LEOS, CHRISTINA										
11/2/15	1	PER DIEM-TRAINING LEOS	Invoice	10/27/2015	11/02/2015	38.25	38.25	100-25-41724		1015
Total 2958 LEOS, CHRISTINA:						38.25	38.25			
366 LES SCHWAB TIRE CENTER										
117002	1	11700265406 ALIGNMENT 4098	Invoice	10/07/2015	11/02/2015	56.25	56.25	100-40-41415		1015
Total 366 LES SCHWAB TIRE CENTER:						56.25	56.25			
8594 MED-TECH RESOURCES, INC.										
51474	1	Robust Blue Nitrile Pwd-free gloves + shipping	Invoice	10/26/2015	11/02/2015	83.20	83.20	100-55-41219		1015
Total 8594 MED-TECH RESOURCES, INC.:						83.20	83.20			
4495 MIDWEST TAPE										
932980	1	library materials/ dvd & music	Invoice	10/09/2015	11/02/2015	44.99	44.99	100-45-41535		1015
Total 4495 MIDWEST TAPE:						44.99	44.99			
251 NAPA AUTO PARTS										
829858	1	829858 STEERING KNUCKLE 4098	Invoice	10/02/2015	11/02/2015	199.29	199.29	100-40-41405		1015
831647	1	MISC AUTO PART WW	Invoice	10/19/2015	11/02/2015	29.91	29.91	210-70-41415		1015
Total 251 NAPA AUTO PARTS:						229.20	229.20			
50298 O'REILLY AUTO PARTS										
4635-1	1	4635-190854 CREDIT - ALTERNATOR - PD CK # 37	Invoice	09/23/2015	11/02/2015	35.00-	35.00-	100-40-41405		1315
4635-1	1	4635-192100 ROTOR, PAD, AXLES 4038	Invoice	10/01/2015	11/02/2015	248.39	248.39	100-40-41405		1015
4635-1	1	4635-192110 CONTROL ARM 4098	Invoice	10/01/2015	11/02/2015	104.48	104.48	100-40-41405		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
4635-1	1	4635-192118 BRAKE CALIPERS 4038	Invoice	10/01/2015	11/02/2015	85.30	85.30	100-40-41405		1015
4635-1	1	4635-192131 U-JOINTS	Invoice	10/01/2015	11/02/2015	18.98	18.98	100-40-41405		1015
4635-1	1	4635-192134 PICKUP TOOL	Invoice	10/01/2015	11/02/2015	6.49	6.49	100-40-41405		1015
4635-1	1	4635-192862 ASSORTED CLIPS	Invoice	10/05/2015	11/02/2015	5.13	5.13	100-40-41405		1015
4635-1	1	4635-192897 GEAR OIL	Invoice	10/05/2015	11/02/2015	64.95	64.95	100-40-41405		1015
4635-1	1	4635-193005 ROD END, TRACK BAR, HINGE PIN K	Invoice	10/06/2015	11/02/2015	85.89	85.89	100-40-41405		1015
4635-1	1	4635-193497 GLOVES	Invoice	10/09/2015	11/02/2015	9.99	9.99	100-40-41405		1015
Total 50298 O'REILLY AUTO PARTS:						594.60	594.60			
6099 ORION INTEGRATION GROUP										
74856	1	74856 phone line reconnect 788-2737	Invoice	10/20/2015	11/02/2015	76.67	76.67	100-15-41403		1015
74856	2	74856 phone line reconnect 788-2737	Invoice	10/20/2015	11/02/2015	76.67	76.67	200-15-41403		1015
74856	3	74856 phone line reconnect 788-2737	Invoice	10/20/2015	11/02/2015	76.66	76.66	210-15-41403		1015
Total 6099 ORION INTEGRATION GROUP:						230.00	230.00			
50389 POSTMODERN CONCRETE LLC										
9/23/15	1	PHASE I CATHOLIC CHURCH SIDEWALK	Invoice	09/23/2015	11/02/2015	2,320.00	2,320.00	100-40-41401	15.40.0001.1	1315
Total 50389 POSTMODERN CONCRETE LLC:						2,320.00	2,320.00			
381 QUILL CORPORATION										
176476	1	OFFICE AND LIBRARY SUPPLIES	Invoice	09/17/2015	11/02/2015	1.08-	1.08-	100-45-41215		1315
432244	1	OFFICE AND LIBRARY SUPPLIES	Invoice	05/18/2015	07/20/2015	129.99-	129.99-	100-45-41215		715
560736	1	OFFICE AND LIBRARY SUPPLIES	Invoice	07/02/2015	07/20/2015	58.25	58.25	100-45-41215		715
566236	1	Headphones for public computers	Invoice	07/07/2015	07/20/2015	40.68	40.68	100-45-41539		715
574741	1	story time materials	Invoice	07/09/2015	07/20/2015	29.98	29.98	100-45-41326		715
844419	1	OFFICE AND LIBRARY SUPPLIES	Invoice	10/06/2015	11/02/2015	67.54	67.54	100-45-41215		1015
844513	1	OFFICE AND LIBRARY SUPPLIES	Invoice	10/06/2015	11/02/2015	42.57	42.57	100-45-41215		1015
844652	1	paper for storytime crafts	Invoice	10/06/2015	11/02/2015	5.58	5.58	100-45-41326		1015
845168	1	story time materials	Invoice	10/06/2015	11/02/2015	3.79	3.79	100-45-41326		1015
846401	1	story time materials	Invoice	10/07/2015	11/02/2015	3.79	3.79	100-45-41326		1015
847330	1	story time materials	Invoice	10/07/2015	11/02/2015	2.79	2.79	100-45-41326		1015
849427	1	paper for storytime crafts	Invoice	10/07/2015	11/02/2015	5.08	5.08	100-45-41326		1015
849667	1	paper for storytime crafts	Invoice	10/07/2015	11/02/2015	2.99	2.99	100-45-41326		1015
850224	1	paper for storytime crafts	Invoice	10/08/2015	11/02/2015	2.79	2.79	100-45-41326		1015
850655	1	story time materials	Invoice	10/08/2015	11/02/2015	75.42	75.42	100-45-41326		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
Total 381 QUILL CORPORATION :						210.18	210.18			
2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY										
TS–12	1	TS-1287 TRAFFIC CONTROL LABOR AND SIGNS -	Invoice	08/19/2015	11/02/2015	3,579.75	3,579.75	100-40-41403	10.42.0005.1	1315
Total 2849 ROAD WORK AHEAD CONSTRUCTION SUPPLY:						3,579.75	3,579.75			
159 ROBERTS ELECTRIC INC.										
22533	1	LABOR	Invoice	09/03/2015	11/02/2015	70.00	70.00	200-60-41401		1315
22533	2	FUSE	Invoice	09/03/2015	11/02/2015	490.32	490.32	200-60-41401		1315
Total 159 ROBERTS ELECTRIC INC. :						560.32	560.32			
5129 RUSH TRUCK CENTERS OF ID INC										
300027	1	3000272332 BRACKET AND COOLANT RES - 4021	Invoice	10/05/2015	11/02/2015	333.56	333.56	100-40-41405		1015
Total 5129 RUSH TRUCK CENTERS OF ID INC:						333.56	333.56			
8596 SEGO PLANNING GROUP										
SEPT 2	1	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	360.00	360.00	100-20-41313		1315
SEPT 2	2	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	180.00	180.00	100-20-41313		1315
SEPT 2	3	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	1,800.00	1,800.00	100-20-41313		1315
SEPT 2	4	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	1,260.00	1,260.00	100-20-41313		1315
SEPT 2	5	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	360.00	360.00	100-20-41313		1315
SEPT 2	6	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	360.00	360.00	100-20-41313	10.15.0002.1	1315
SEPT 2	7	Sept CDD Interim Director	Invoice	10/23/2015	11/02/2015	180.00	180.00	100-20-41313		1315
Total 8596 SEGO PLANNING GROUP:						4,500.00	4,500.00			
4910 SHRED-IT										
940794	1	document shredding contract inv. 9407946640	Invoice	10/21/2015	11/02/2015	30.50	30.50	100-15-41323		1015
940794	2	document shredding contract inv. 9407946640	Invoice	10/21/2015	11/02/2015	30.50	30.50	200-15-41323		1015
940794	3	document shredding contract inv. 9407946640	Invoice	10/21/2015	11/02/2015	30.50	30.50	210-15-41323		1015
Total 4910 SHRED-IT:						91.50	91.50			
5494 SILVER CREEK										
S15234	1	PLUMBING PARTS	Invoice	10/05/2015	11/02/2015	186.90	186.90	200-60-41403		1015
S15240	1	S1524017.001 IRRIGATION PARTS - PARKING LO	Invoice	10/06/2015	11/02/2015	14.00	14.00	100-40-41403		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
S15242	1	S1524222.001 IRRIGATION PARTS - CUTTERS DR	Invoice	10/12/2015	11/02/2015	363.62	363.62	100-50-41403		1015
S15256	1	S1525620.001 IRRIGATION PARTS - CUTTERS	Invoice	10/21/2015	11/02/2015	21.32	21.32	100-50-41403		1015
S15260	1	S1526064.001 IRRIGATION PARTS - SKATE PARK	Invoice	10/13/2015	11/02/2015	51.57	51.57	100-50-41403		1015
S15263	1	S1526318.001 CREDIT - PRIMER, CEMENT, PIPE -	Invoice	10/14/2015	11/02/2015	51.57-	51.57-	100-50-41403		1015
S15264	1	S1526408.001 IRRIGATION PARTS - TREES	Invoice	10/14/2015	11/02/2015	20.57	20.57	100-40-41402	14.50.0005.1	1015
Total 5494 SILVER CREEK:						606.41	606.41			
50365 SIX ROBBLEES' INC										
21-013	1	21-013258 LED FLASHER	Invoice	10/14/2015	11/02/2015	322.72	322.72	100-40-41405		1015
Total 50365 SIX ROBBLEES' INC:						322.72	322.72			
5294 SOMETHING MORE										
010191	1	books for library collection	Invoice	10/19/2015	11/02/2015	162.30	162.30	100-45-41535		1015
Total 5294 SOMETHING MORE:						162.30	162.30			
30263 SPF Water Engineering, LLC										
20549	1	20549 MISC WATER RIGHT	Invoice	09/30/2015	11/02/2015	100.00	100.00	200-60-41313	15.60.0001.1	1315
Total 30263 SPF Water Engineering, LLC:						100.00	100.00			
1506 STANDARD PLUMBING SUPPLY										
EYF88	1	GALV. COUPLER	Invoice	10/15/2015	11/02/2015	6.49	6.49	200-60-41403		1015
Total 1506 STANDARD PLUMBING SUPPLY :						6.49	6.49			
1586 STERLING CODIFIERS										
16977	1	convert muni code to sterling website	Invoice	10/22/2015	11/02/2015	1,083.33	1,083.33	100-15-41313		1315
16977	2	convert muni code to sterling website	Invoice	10/22/2015	11/02/2015	1,083.33	1,083.33	200-15-41313		1315
16977	3	convert muni code to sterling website	Invoice	10/22/2015	11/02/2015	1,083.34	1,083.34	210-15-41313		1315
Total 1586 STERLING CODIFIERS:						3,250.00	3,250.00			
1538 TRUCK & EQUIPMENT REPAIR										
HFD00	1	#HFD007 Engine 4 repair	Invoice	10/20/2015	11/02/2015	2,296.06	2,296.06	100-55-41415		1015
Total 1538 TRUCK & EQUIPMENT REPAIR:						2,296.06	2,296.06			

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
2817 UNITED OIL										
147739	1	147739 BULK FUEL	Invoice	10/16/2015	11/02/2015	1,105.52	1,105.52	100-40-41719		1015
147765	1	147765 BULK FUEL	Invoice	10/16/2015	11/02/2015	1,507.50	1,507.50	100-40-41719		1015
387931	1	DYED LS DIESEL EX WW	Invoice	10/09/2015	11/02/2015	519.75	519.75	210-70-41719		1015
809983	1	809983 10/1 - 10/15/15 FUEL CHARGES	Invoice	10/15/2015	11/02/2015	60.14	60.14	100-50-41719		1015
809984	1	#809984 United Oil for 10/1 - 10/15 fuel charges	Invoice	10/15/2015	11/02/2015	508.03	508.03	100-55-41719		1015
809985	1	HPD GAS	Invoice	10/15/2015	11/02/2015	559.52	559.52	100-25-41719		1015
809986	1	809986 10/1 - 10/15/15 FUEL CHARGES	Invoice	10/15/2015	11/02/2015	327.85	327.85	100-40-41719		1015
809987	1	PUMPED VEHICLE FUEL W	Invoice	10/15/2015	11/02/2015	225.51	225.51	200-60-41719		1015
Total 2817 UNITED OIL:						4,813.82	4,813.82			
50353 UTILITY SERVICES ASSOCIATES										
124895	1	LEAK DETECTION	Invoice	10/19/2015	11/02/2015	2,758.00	2,758.00	200-60-41403		1015
124895	2	MOBILIZATION CHARGE	Invoice	10/19/2015	11/02/2015	595.00	595.00	200-60-41403		1015
Total 50353 UTILITY SERVICES ASSOCIATES:						3,353.00	3,353.00			
690 VALLEY AUTO BODY INC.										
16843	1	RE-PAINT AND REPLACE DECALS	Invoice	10/12/2015	11/02/2015	600.00	600.00	100-25-41417		1015
Total 690 VALLEY AUTO BODY INC. :						600.00	600.00			
645 VALLEY CAR WASH										
101035	1	PROPANE 10/14/15	Invoice	10/14/2015	11/02/2015	41.88	41.88	100-40-41719		1015
101087	1	PROPANE 10/15/15	Invoice	10/15/2015	11/02/2015	41.88	41.88	100-40-41719		1015
101439	1	PROPANE 9/30/15	Invoice	09/30/2015	11/02/2015	31.41	31.41	100-40-41719		1315
101674	1	10.6.15 PROPANE	Invoice	10/06/2015	11/02/2015	27.92	27.92	100-40-41719		1015
Total 645 VALLEY CAR WASH:						143.09	143.09			
762 VERIZON WIRELESS										
975351	1	MONTHLY CELL PHONE BILL STREETS	Invoice	10/07/2015	11/02/2015	91.66	91.66	100-50-41713		1315
975351	2	MONTHLY CELL PHONE BILL Water	Invoice	10/07/2015	11/02/2015	74.93	74.93	200-60-41713		1015
975351	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	10/07/2015	11/02/2015	89.97	89.97	210-70-41713		1015
Total 762 VERIZON WIRELESS :						256.56	256.56			
367 WALKER SAND AND GRAVEL										
004240	1	00424075 DUMP NONORGANIC	Invoice	10/06/2015	11/02/2015	123.18	123.18	100-40-41403		1015

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period
004242	1	00424210 DUMP NONORGANIC	Invoice	10/08/2015	11/02/2015	57.60	57.60	100-40-41403		1015
004249	1	00424932 DUMP ORGANIC	Invoice	10/20/2015	11/02/2015	221.50	221.50	100-50-41403		1015
004253	1	00425330 DUMP DEMO ASPHALT	Invoice	10/26/2015	11/02/2015	30.36	30.36	100-40-41403		1015
004253	1	00425343 ROAD MIX 3/4 MINUS	Invoice	10/26/2015	11/02/2015	137.21	137.21	100-40-41403		1015
Total 367 WALKER SAND AND GRAVEL :						569.85	569.85			
4004 WAXIE SANITARY SUPPLY										
754659	1	75465950 PARKS CLEANING SUPPLIES	Invoice	08/24/2015	11/02/2015	119.28	119.28	100-50-41403		1315
755904	1	library supplies	Invoice	10/26/2015	11/02/2015	210.89	210.89	100-45-41413		1015
755904	1	75590431 CITY HALL CLEANING SUPPLIES	Invoice	10/26/2015	11/02/2015	34.33	34.33	100-40-41413		1015
755904	2	75590431 CITY HALL CLEANING SUPPLIES	Invoice	10/26/2015	11/02/2015	34.34	34.34	200-42-41413		1015
755904	3	75590431 CITY HALL CLEANING SUPPLIES	Invoice	10/26/2015	11/02/2015	34.34	34.34	210-42-41413		1015
755904	1	75590432 CLEANING SUPPLIES STREET SHOP	Invoice	10/26/2015	11/02/2015	101.72	101.72	100-40-41413		1015
Total 4004 WAXIE SANITARY SUPPLY:						534.90	534.90			
1240 WILLIAMSON LAW OFFICES, PLLC										
10/28/1	1	professional services	Invoice	10/28/2015	11/02/2015	1,540.00	1,540.00	100-15-41313		1015
10/28/1	2	professional services	Invoice	10/28/2015	11/02/2015	1,540.00	1,540.00	200-15-41313		1015
10/28/1	3	professional services	Invoice	10/28/2015	11/02/2015	1,540.00	1,540.00	210-15-41313		1015
Total 1240 WILLIAMSON LAW OFFICES, PLLC:						4,620.00	4,620.00			
Total :						261,867.66	261,867.66			
Grand Totals:						261,867.66	261,867.66			

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	73.88	.00	73.88
100-15-41215	11.16	.00	11.16
100-15-41313	2,623.33	.00	2,623.33
100-15-41319	10.83	.00	10.83
100-15-41323	30.50	.00	30.50

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
10/15/2015	PC	10/22/2015	6060320	AMBRIZ, JOSE L	7023	1,298.04-
10/15/2015	PC	10/22/2015	6060320	PARKER, ROGER G	7041	1,573.10-
10/15/2015	PC	10/22/2015	6060320	SHOTSWELL, DAVE O	7044	1,024.25-
10/15/2015	PC	10/22/2015	6060318	GELSKEY, BRAD S	8002	1,478.97-
10/15/2015	PC	10/22/2015	6060317	OTZOY HERNANDEZ, JO	8003	497.20-
10/15/2015	PC	10/22/2015	6060315	ARELLANO, NANCY	8005	953.75-
10/15/2015	PC	10/22/2015	6060315	CONE, MARY M. HILL	8009	1,092.50-
10/15/2015	PC	10/22/2015	6060318	LEOS, CHRISTINA M	8012	1,424.50-
10/15/2015	PC	10/22/2015	6060316	STOKES, BECKY	8013	1,609.24-
10/15/2015	PC	10/22/2015	6060316	DAWSON, HEATHER M	8014	2,279.51-
10/15/2015	PC	10/22/2015	6060319	ANDERSON, TRACY	8021	990.34-
10/15/2015	PC	10/22/2015	6060320	HOLYOAK, STEVEN R	8036	1,141.01-
10/15/2015	PC	10/22/2015	6060319	MILLER, MARIEL P.R.	8042	1,997.37-
10/15/2015	PC	10/22/2015	6060321	GARRISON, SHANE	8048	1,163.62-
10/15/2015	PC	10/22/2015	37020	HOROWITZ, LISA	8049	1,265.53-
10/15/2015	PC	10/22/2015	6060320	TURNER, TERRY	8050	1,111.73-
10/15/2015	PC	10/22/2015	6060316	HILT, KRISTINE	8056	999.20-
10/15/2015	PC	10/22/2015	6060316	MOORE, JONNA C	8057	915.51-
10/15/2015	PC	10/22/2015	37024	KARST, AMANDA C	8059	239.01-
10/15/2015	PC	10/22/2015	6060319	STEWART, DEREK I	8139	1,568.28-
10/15/2015	PC	10/22/2015	6060318	ENGLAND, STEVE J	8143	1,805.44-
10/15/2015	PC	10/22/2015	6060319	ORNELAS, RAUL G	8145	1,419.01-
10/15/2015	PC	10/22/2015	6060318	GUNTER, JEFF M	8148	1,817.95-
10/15/2015	PC	10/22/2015	6060319	STELLERS, DAVID J	8160	1,846.40-
10/15/2015	PC	10/22/2015	6060318	COX, CHARLES F.	8161	1,488.57-
10/15/2015	PC	10/22/2015	6060319	SHELAMER, MICHAEL	8163	1,452.35-
10/15/2015	PC	10/22/2015	6060318	JONES, JEREMIAH J	8165	1,492.64-
10/15/2015	PC	10/22/2015	6060319	PECK, TODD DAVID	8167	1,374.36-
10/15/2015	PC	10/22/2015	6060316	ABERBACH, CRAIG S.	8175	2,387.82-
10/15/2015	PC	10/22/2015	6060318	ORNELAS, MANUEL G.	8180	1,623.33-
10/15/2015	PC	10/22/2015	37021	ERVIN, CHRISTIAN	8185	1,021.78-
10/15/2015	PC	10/22/2015	6060318	DOUTHIT, NATHAN S.	8188	1,246.08-
10/15/2015	PC	10/22/2015	6060321	SAVAGE, JAMES L	8204	1,012.57-
10/15/2015	PC	10/22/2015	6060319	GOMEZ-CARRILLO, LUIS	8205	906.29-
10/15/2015	PC	10/22/2015	6060321	BALIS, MARVIN C.	8225	1,265.15-
10/15/2015	PC	10/22/2015	6060320	SCHWARZ, STEPHEN K	8226	1,626.62-
10/15/2015	PC	10/22/2015	6060320	GREEN, TIMOTHY E	8231	1,084.99-
10/15/2015	PC	10/22/2015	6060320	WEST, KINGSTON R III	8234	990.31-
10/15/2015	PC	10/22/2015	37025	JOHNSTON, JAIMEY	8243	846.99-
10/15/2015	PC	10/22/2015	6060319	MARES, MARIA C	8251	781.03-
10/15/2015	PC	10/22/2015	6060317	JOHNSTON, JEAN H	8259	981.89-
10/15/2015	PC	10/22/2015	6060317	GELSKEY, LEANN R	8262	1,411.64-
10/15/2015	PC	10/22/2015	6060317	DREWIEN, LYNETTE	8271	876.78-
10/15/2015	PC	10/22/2015	6060317	CLARK, DIANE M.	8273	826.30-
10/15/2015	PC	10/22/2015	6060317	St.JOHN, AMANDA JANE	8274	1,005.84-
10/15/2015	PC	10/22/2015	6060317	CROTTY, JOSHUA	8283	754.92-
10/15/2015	PC	10/22/2015	6060317	WEPPLO, ALYSON L.	8284	499.78-
10/15/2015	PC	10/22/2015	6060321	ELLSWORTH, BRYSON	8285	1,086.43-
10/15/2015	PC	10/22/2015	6060318	GREENFIELD, JOHN	8290	1,422.25-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/15/2015	PC	10/22/2015	6060320	PARKER, MICHAEL J	8506	977.49-
10/15/2015	PC	10/22/2015	37023	MCNEES, ELI	9003	61.00-
10/15/2015	PC	10/22/2015	6060317	HOFF, NATHAN A	9050	748.50-
10/15/2015	PC	10/22/2015	6060316	BALEDGE, MICHAEL S	9054	1,717.55-
10/15/2015	PC	10/22/2015	6060316	FREER, WILLIAM	9086	396.50-
10/15/2015	PC	10/22/2015	6060316	HEITZMAN, KRISTY L	9103	642.94-
10/15/2015	PC	10/22/2015	6060317	CURTNER, JOHN E	9104	808.53-
10/15/2015	PC	10/22/2015	6060320	OSENGA, HANS HERBER	9105	1,112.47-
10/15/2015	PC	10/22/2015	6060321	LANGE, JEREMY	9106	1,068.27-
10/15/2015	PC	10/22/2015	6060316	AVILA, JOSE	9108	76.00-
10/15/2015	PC	10/22/2015	37022	FIELDS, JOSHUA	9109	48.00-
10/15/2015	PC	10/22/2015	6060316	FULLERTON, BRIAN	9110	96.00-
10/15/2015	PC	10/22/2015	6060318	OROZCO, ANTONIO REY	8238	1.94-
10/15/2015	PC	10/22/2015	6060319	DILWORTH, ZACKERY	8292	1,358.77-
10/15/2015	CDPT	10/22/2015	37026	AFLAC	1	418.41-
10/15/2015	CDPT	10/22/2015	37026	AFLAC	1	171.67-
10/15/2015	CDPT	10/22/2015	37028	DELTA DENTAL PLAN OF	2	568.82-
10/15/2015	CDPT	10/22/2015	37028	DELTA DENTAL PLAN OF	2	2,264.50-
10/15/2015	CDPT	10/22/2015	37031	REGENCE BLUE SHIELD	3	1,924.22-
10/15/2015	CDPT	10/22/2015	37031	REGENCE BLUE SHIELD	3	25,634.13-
10/15/2015	CDPT	10/22/2015	37030	NCPERS GROUP LIFE IN	6	80.00-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	4,087.47-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	6,814.44-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	3,239.21-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	4,517.85-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	1,532.01-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	163.67-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	369.37-
10/15/2015	CDPT	10/22/2015	102217	PERSI	7	453.75-
10/15/2015	CDPT	10/22/2015	102216	MOUNTAIN WEST BANK	8	6,138.34-
10/15/2015	CDPT	10/22/2015	102216	MOUNTAIN WEST BANK	8	6,138.34-
10/15/2015	CDPT	10/22/2015	102216	MOUNTAIN WEST BANK	8	1,435.53-
10/15/2015	CDPT	10/22/2015	102216	MOUNTAIN WEST BANK	8	1,435.53-
10/15/2015	CDPT	10/22/2015	102216	MOUNTAIN WEST BANK	8	8,358.87-
10/15/2015	CDPT	10/22/2015	37029	IDAHO STATE TAX COM	9	3,801.00-
10/15/2015	CDPT	10/22/2015	37035	HAILEY VOLUNTEER FIR	12	175.00-
10/15/2015	CDPT	10/22/2015	37027	BLAINE COUNTY SHERIF	14	269.83-
10/15/2015	CDPT	10/22/2015	37033	CHILD SUPPORT RECEIP	18	82.60-
10/15/2015	CDPT	10/22/2015	102215	A.W. REHN & ASSOCIAT	21	1,252.56-
10/15/2015	CDPT	10/22/2015	37034	CHILD SUPPORT RECEIP	23	210.00-
10/15/2015	CDPT	10/22/2015	37032	VSP	26	90.43-
10/15/2015	CDPT	10/22/2015	37032	VSP	26	444.43-
10/15/2015	CDPT	10/22/2015	37032	VSP	26	23.89-
10/15/2015	CDPT	10/22/2015	37032	VSP	26	9.07
10/15/2015	CDPT	10/22/2015	37031	REGENCE BLUE SHIELD	3	627.58-
Grand Totals:			94			152,806.51-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount

Report Criteria:
- Computed checks included
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- Transmittal checks included
- Void checks included

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Friedman Memorial Airport Authority ("FMAA") Meeting

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I just reviewed the FMAA agenda and packet for the FMAA meeting scheduled for November 3, 2015. I am attaching the agenda, the meeting brief and Attachment Nos. 8 and 9. Under Unfinished Business (¶ VI(B)), the FMAA will review a redlined version of Chapter D (Attachment 8). Because of time constraints, I have not been able to review Attachment 8. I will review before the meeting and advise the council if I feel there are issues which need to be addressed. But since I have not been involved in the previous FMAA discussions, I am not sure I will be able to address all the pertinent language.

In addition, under Unfinished Business, the staff provided Chapter E, Siting Evaluation for Replacement Airport (Attachment 9). Please note that Chapter E is being provided in advance of any discussion about a replacement airport. According to the meeting brief, Chapter E will be first discussed in the January FMAA meeting.

I have also attached a letter and an e-mail at the end of this portion of the packet (Attachment 10) from citizens commenting about relocation of the airport.

Under New Business (¶ VII(A)), there is a discussion planned about a voluntary noise abatement program review. Staff has suggested the formation of a committee to review the voluntary noise abatement program. I would like to encourage such a review but I would think the committee ought to be given direction to also look at the efficacy of an involuntary program. We learned at a recent council meeting that the FAA has a procedure to implement an involuntary noise abatement program. FYI, I have asked for any records showing flights over Hailey. I would think that the records could show whether or not the voluntary program is effective. We have heard that the number of flights over Hailey has increased in the recent years. Unfortunately, I have been told that the tower will not have the records showing the type of aircraft flying over Hailey, the time of the flight and the wind speed and direction. I would urge the Hailey representatives to also ask for these records. I also note from the meeting minutes that Peter Lobb offered to participate in the committee.

I did not see anything else on the agenda, the meeting brief or any attachment which I feel should be discussed during the City Council meeting. If you want access to the entire FMAA packet, please go to www.flyfma.com and click onto FMAA Agendas.

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: (IFAPPLICABLE)

___	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:

Review and discuss the agenda and meeting brief. If appropriate, direct FMAA representatives on action to be taken at the next FMAA meeting.

FOLLOW-UP REMARKS:

NOTICE OF A REGULAR MEETING
OF
THE FRIEDMAN MEMORIAL AIRPORT AUTHORITY

PLEASE TAKE NOTICE *that a regular meeting of the Friedman Memorial Airport Authority shall be held Tuesday, November 3, 2015 at 5:30 p.m. at the* **old Blaine County Courthouse Meeting Room** *Hailey, Idaho. The proposed Agenda for the meeting is as follows:*

AGENDA
November 3, 2015

I. APPROVE AGENDA

II. PUBLIC COMMENT (10 Minutes Allotted)

III. APPPROVE FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES OF:
A. October 13, 2015 Regular Meeting – Attachment #1 — ACTION

IV. REPORTS
A. Chairman Report — DISCUSSION
B. Blaine County Report — DISCUSSION
C. City of Hailey Report — DISCUSSION
D. Airport Manager Report — DISCUSSION

V. AIRPORT STAFF BRIEF (5 Minutes Allotted)
A. Noise Complaints
B. Parking Lot Update
C. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data – Attachments #2 - #4
D. Review Correspondence – Attachment #5
E. Airport Commercial Flight Interruptions
F. Employee of the 1st Quarter, 2015 – Attachment #6
G. Employee of the 2nd Quarter, 2015 – Attachment #7

VI. UNFINISHED BUSINESS
A. Airport Solutions
1. Existing Site
a. Plan to Meet 2015 Congressional Safety Area Requirement
i. Project 3 Terminal Reconfiguration — DISCUSS/DIRECT
ii. Project 4 Airport Operations Building — DISCUSSION
iii. Project 6 Relocate Taxiway B/Remove Taxiway A/North Apron — DISCUSSION
iv. Project 7 Demolish ARFF/SRE and Administration Buildings and Construct Central Bypass Taxiway — DISCUSS/DIRECT
v. Future Projects — DISCUSS/DIRECT
b. Retain/Improve/Develop Air Service
i. Fly Sun Valley Alliance Update — DISCUSS/DIRECT
B. Master Plan Update – Attachments #8 - #10 — DISCUSS/PUBLIC COMMENT/ACTION
C. Communication Director Selection Process — ACTION

VII. NEW BUSINESS
A. Voluntary Noise Abatement Program Review — DISCUSS/DIRECT/ACTION

VIII. PUBLIC COMMENT

IX. EXECUTIVE SESSION – I.C. §74-206

X. ADJOURNMENT

FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETINGS ARE OPEN TO ALL INTERESTED PARTIES. SHOULD YOU DESIRE TO ATTEND A BOARD MEETING AND NEED A REASONABLE ACCOMMODATION TO DO SO, PLEASE CONTACT THE AIRPORT MANAGER'S OFFICE AT LEAST ONE WEEK IN ADVANCE BY CALLING 788-4956 OR WRITING TO 1616 AIRPORT CIRCLE, HAILEY, IDAHO 83333.

III. APPROVE FRIEDMAN MEMORIAL AIRPORT AUTHORITY MEETING MINUTES

A. October 13, 2015 Regular Meeting – Attachment #1

BOARD ACTION: 1. Action

IV. REPORTS

A. Chairman Report

This item is on the agenda to permit a Chairman report if appropriate.

BOARD ACTION: 1. Discussion

B. Blaine County Report

This item is on the agenda to permit a County report if appropriate.

BOARD ACTION: 1. Discussion

C. City of Hailey Report

This item is on the agenda to permit a City report if appropriate.

BOARD ACTION: 1. Discussion

D. Airport Manager Report

This item is on the agenda to permit an Airport Manager report if appropriate.

BOARD ACTION: 1. Discussion

V. AIRPORT STAFF BRIEF (5 Minutes Allotted)

A. Noise Complaints:

Noise Complaints: LOCATION	DATE	TIME	AIRCRAFT TYPE	INCIDENT DESCRIPTION	ACTION TAKEN
Bellevue	10/02	11:56 pm	Unknown	Loud Jet Sound	This remains a somewhat unsolved mystery. Inquiries to the USAF have not resulted in any feedback.
Bellevue & Hailey 4 calls	10/08	11:42 pm	Unknown	Loud Jet Sound	This remains a somewhat unsolved mystery. Inquiries to the USAF have not resulted in any feedback.
Chanterelle	10/12	3:40 am	Jet	Late Arrival.	Aircraft ID'd. Vol. Noise Abatement letter sent. Caller advised.

B. Parking Lot Update

The Car Park Gross/Net Revenues

Month	FY 2013 Gross	FY 2013 Net	FY 2014 Gross	FY 2014 Net	FY 2015 Gross	FY 2015 Net
September	$22,571.00	$11,795.17	$31,018.14	$20,298.33	$29,244.01	$17,002.37

C. Profit & Loss, ATCT Traffic Operations Count and Enplanement Data - Attachments #2 - #4

Attachment #2 is Friedman Memorial Airport Profit & Loss Budget vs. Actual. Attachment #3 is 2001 - 2015 ATCT Traffic Operations data comparison by month. Attachment #4 is 2015 Enplanement, Deplanement and Seat Occupancy data. The following revenue and expense analysis is provided for Board information and review:

August 2014/2015

Total Non-Federal Revenue	August, 2015	$299,391.28
Total Non-Federal Revenue	August, 2014	$275,782.93
Total Non-Federal Revenue	FY '15 thru August	$2,469,556.04
Total Non-Federal Revenue	FY '14 thru August	$2,272,869.24
Total Non-Federal Expenses	August, 2015	$180,497.73
Total Non-Federal Expenses	August, 2014	$185,060.17
Total Non-Federal Expenses	FY '15 thru August	$2,090,490.80
Total Non-Federal Expenses	FY '14 thru August	$1,927,019.12

Net Income to include Federal Programs	FY '15 thru August	$-5,074,092.49
Net Income to include Federal Programs	FY '14 thru August	$-490,853.87

D. Review Correspondence - Attachment #5

Attachment #5 is information included for Board review.

E. Airport Commercial Flight Interruptions:

Airline	Flight Cancellations	Flight Diversions
Horizon Air	0	0
Delta	1	2
United Express	0	0

F. Employee of the 1st Quarter, 2015 – Attachment #6

Mr. Jim Hicks, Atlantic Aviation – Sun Valley, was selected as the Employee of the 1st Quarter, 2015. Customer service, knowledge of the airport, responsibility, flexibility and professionalism are among the qualities considered in the selection process. Jim is a Line Manager and the primary point of contact during event and holidays. His customer service skills and ability to communicate safety needs of the airfield to customers, specifically attribute to his selection as Employee of the Quarter. It is a pleasure to have Jim a part of the Atlantic Aviation team and to announce his nomination and selection as Employee of the Quarter.

G. Employee of the 2nd Quarter, 2015 – Attachment #7

Mr. Dean Miller, Atlantic Aviation – Sun Valley, was selected as the Employee of the 2nd Quarter, 2015. Customer service, knowledge of the airport, responsibility, flexibility and professionalism are among the qualities considered in the selection process. Dean has been an employee for nearly 5 years and is currently a Line Shift Manager. His good nature, teamwork and great work skills attribute to his selection as Employee of the Quarter. It is a pleasure to have Dean a part of the Atlantic Aviation team and to announce his nomination and selection as Employee of the Quarter.

VI. UNFINISHED BUSINESS

A. Airport Solutions

1. Existing Site

a. Plan to Meet 2015 Congressional Safety Area Requirement

i. <u>Project 3 Terminal Reconfiguration</u>

Tenant finish-out work is ongoing. All other work is complete.

BOARD ACTION: 1. Discuss/Direct

ii. <u>Project 4 Airport Operations Building</u>

The project is complete.

BOARD ACTION: 1. Discussion

iii. **Project 6 Relocate Taxiway B/Remove Taxiway A/North Apron**

The project is complete.

BOARD ACTION: 1. Discussion

iv. **Project 7 Demolish ARFF/SRE and Administration Buildings and Construct Central Bypass Taxiway**

This project is complete, as well, finishing on time and under budget.

BOARD ACTION: 1. Discuss/Direct

v. **Future Projects**

Staff and consultants are discussing possible future projects, including the following:

- Parking lot improvements
- Airline Ticketing Office improvements
- Additional air carrier parking

The board will have an opportunity to provide input on project priorities at the meeting.

BOARD ACTION: 1. Discuss/Direct

b. Retain/Improve/Develop Air Service

i. Fly Sun Valley Alliance Update

This item is on the agenda to permit a Fly Sun Valley Alliance report if appropriate.

BOARD ACTION: 1. Discuss/Direct

B. Master Plan Update – Attachments #8 - #10

PROGRESS REPORT

Mead & Hunt has revised Master Plan Chapter D, *Existing Airport Site Alternatives*, based on direction received from the FMAA Board. A redlined version of this revised chapter is included in the November FMAA meeting packet at Attachment #8. Mead & Hunt will request Board acceptance of the revised Chapter D at the December FMAA meeting. This will allow the planning team to begin the financial feasibility analysis portion of the Master Plan.

A preliminary draft version of Master Plan Chapter E, *Siting Evaluation for Replacement Airport*, is also included in the November FMAA meeting packet at Attachment #9. Mead & Hunt will request Board comments on the preliminary draft Chapter E, at the January FMAA meeting.

All working documents developed during the planning process should be considered drafts and can be revised as appropriate, at the direction of the FMAA, up until the Final Master Plan Report is published at the end of the study process.

Written comment received since last FMAA meeting is included as Attachment #10.

BOARD ACTION: 1. Discuss/Public Comment/Action

C. Communication Director Selection Process

The Board appointed Communication Director Selection Committee reviewed the five proposals received and selected three of the organizations to participate in the interview process. Interviews were conducted on October 21, 2015 and the selection committee is prepared to present their recommendation to the Board for approval.

BOARD ACTION: 1. Approval of the Selections Committee's recommendation for the Airport's Communications Director.

VII. NEW BUSINESS

A. Voluntary Noise Abatement Program Review

As previously discussed, Staff would like to begin the process of convening a Voluntary Noise Abatement committee for the purpose of reviewing the program. It is our understanding that the committee will be comprised as follows:

1 Representative from the Hailey City Council
2 At large representatives appointed by the City of Hailey
1 Representative from the Blaine County Board of Commissioners
2 At large representatives appointed by the Blaine County Board of Commissioners
A representative from the FBO, Atlantic Aviation Sun Valley
3 Representatives from the Aviation Community, nominated by the Chair and Airport Mgr.
Airport Manager
Airport Operations Chief
Hailey ATCT Chief

It is Staff's intent to have this item on the December FMAA Agenda for discussion and planning. Ideally, all appointed members will be identified by the time of the meeting and scheduling can proceed.

BOARD ACTION: 1. Discuss/Direct/Action

VIII. PUBLIC COMMENT

IX. EXECUTIVE SESSION - I.C. §74-206

X. ADJOURNMENT

CHAPTER D

Existing Airport Site Alternatives

1. Introduction

~~This document is the fourth in a series of Working Papers prepared for the Master Plan Update. The preliminary alternatives presented in this Working Paper are based on the content presented in the first three Working Papers. Although this document is focused on the existing airport site, the next Working Paper (Chapter E, *Replacement Airport Site Re-Evaluation)* will focus on potential replacement airport sites. This Working Paper does not recommend specific alternatives, but rather presents options for recovering lost capacity and meeting future needs, for consideration by the Friedman Memorial Airport Authority (FMAA). Following FMAA input, a conceptual 20-year development plan for the existing Airport site will be created for inclusion in the final Master Plan document.~~

This chapter presents alternatives and recommendations for airport development and improvement at Friedman Memorial Airport (SUN) over the next 20 years. The result is a conceptual development plan that illustrates the recommended layout of future airport facilities. Several types of alternatives are considered, including alternatives that are achievable within the existing site footprint and those that involve expansion of the existing site.

These alternatives focus on accommodating air traffic control tower requirements, passenger terminal area facilities, general aviation facilities, instrument approach and departure procedures, and compliance with FAA standards. Not all existing and/or forecasted demand associated with the dual path planning thresholds identified at the end of the previous chapter can be fully accommodated at the existing site, and will be considered in Chapter E, ~~*Replacement Airport Site Re-Evaluation*~~*Siting Evaluation for Replacement Airport*.

Key Terms

Definitions for several key terms used in this chapter are provided below. A **Glossary** will accompany the finalized Master Plan and will provide definitions for technical terminology and acronyms used in the document.

Airport Facilities Terminal Integration Laboratory (AFTIL) – An FAA facility that can simulate potential sites in a realistic ATCT cab, using airfield siting photographs and aircraft simulations. By combining all aspects of ATCT operations in one simulation facility, a much more complete evaluation of potential ATCT sites can be accomplished.

Remain Overnight (RON) – Remain overnight aircraft are parked at an airport overnight, typically because they are scheduled for departure during the first few hours of the next day. If there are more RON aircraft than the number of active gates, aircraft may be double-parked if the situation allows, or parked remotely and towed to the gate for departure.

Safety Risk Management (SRM) – The FAA Safety Management System (SMS) requires that Safety Risk Management assessments be performed on changes to the National Airspace System (NAS) that have safety impacts. An SRM process is conducted after an initial Air Traffic Control Tower (ATCT) siting analysis. Each siting criterion is reviewed for potential hazards, and the hazards identified for each site are assessed and mitigated to an acceptable level of risk to satisfy SMS requirements.

Terminal Instrument Procedures (TERPS) – Procedures for instrument flight operations to and from civil and military airports. FAA Order 8260.3B, *United States Standard for Terminal Instrument Procedures (TERPS)* contains criteria used to formulate, review, approve, and publish the procedures.

1.1. Planning Assumptions~~and Goals~~

Based on input received from the FMAA, stakeholders, Airport management, and the Federal Aviation Administration (FAA), several basic assumptions have been established for this chapter to direct planning for development of the existing Airport site.

Assumption One: Compliance

The Airport will be developed and operated in a manner that is consistent with local ordinances and plans, federal and state statutes, federal grant assurances, and FAA regulations.

Assumption Two: Service

The Airport will continue to accommodate commercial passenger activity with a high level of customer service, along with general aviation activity.

Assumption Three: Economic Growth

The Airport should complement and enhance on-airport and off-airport regional economic development activities in accordance with the economic growth goals of the Airport.

Assumption Four: Planning Thresholds

The dual path planning thresholds identified at the end of Chapter C represent the major needs of the Airport going forward and thus form the basis of the development alternatives.

Assumption Five: Design Aircraft

The current C-III design aircraft for Runway 13/31 will not change during the 20-year planning period.

Assumption Six: Use of Existing Property

Future development should strive to make most efficient use of land within the existing boundary.

Assumption Seven: Flexibility

Land acquisition at the existing site and airport relocation both remain options to be studied within the context of the Master Plan, in addition to finding workable solutions within the existing site boundary.

Assumption Eight: Land Acquisition

In keeping with ~~decisions made by the FMAA board~~the January 2013 "Talking Points Moving Forward", this chapter considers elements of the 2013 *Airport Alternatives Technical Analysis*, Alternative 7, in order to determine land acquisition and other requirements related to lost capacity resulting from the recent Runway Safety Area improvements.

Assumption Nine: Land Use Compatibility

Proposed development should complement off-airport development and land uses to the maximum extent possible, to ensure the continued compatibility of the airport environs with the daily operations of the Airport, while recognizing that the Airport is an existing land use.

Assumption Ten: Runway Length

Additional runway length cannot be provided within the current Airport boundary, and the FMAA does not wish to examine extension of the runway and associated land acquisition for reasons of land use compatibility and safety.

Assumption Eleven: Passenger Terminal

Relocation of the passenger terminal area/terminal building will not be considered by this Master Plan.

Assumption Twelve: State Highway 75

The alternatives do not consider relocation of Highway 75.

Assumption Thirteen: Snow Storage and Stormwater Drainage

~~The alternatives do not include design details for stormwater drainage and snow storage, which would be determined during the design stage.~~ ~~There is currently sufficient snow storage and stormwater drainage at the Airport, although snow removal operations are a challenge.~~ Alternatives that would add impervious surface at the Airport would have an impact on stormwater and snow storage requirements. If only the minimum required land acquisition is provided for some alternatives, there may not be sufficient space to provide conventional stormwater drainage and snow removal practices. ~~The alternatives do not include~~This chapter assumes that design details for stormwater drainage and snow storage~~, which~~ would be determined during the engineering design stage. ~~In that case, more expensive and time-consuming solutions may be required.~~

1.2. Planning Goals

Accompanying these assumptions are several goals that have been established for purposes of directing the plan. ~~These goals focus primarily on planning for the more immediate pressures on space and resources at the existing site. Planning for a potential replacement airport site will be discussed in Chapter E.~~ The goals listed below are consistent with the Airport's mission statement, the Blaine County Guiding Principles~~ identified in the *Blaine County Airport Strategic Plan*~~, and the City of Hailey's Guiding Principles.

Goal One: ~~Continue to p~~Provide the Wood River Valley and the traveling public with a safe~~,~~ and reliable~~, and friendly~~ aviation facility that supports community needs and economic growth, and addresses community impacts.

Goal Two: ~~Protect the Airport's ability to survive and thrive by considering future development to a~~Accommodate a variety of activities, ranging from small general aviation users to commercial airlines, to the extent deemed necessary and prudent by the FMAA.

Goal Three: Plan ~~for~~ and ~~support~~ develop future infrastructure improvements that meet federal design and safety standards and are based on necessity rather than convenience.

Goal Four: ~~Identify solutions that m~~Minimize environmental impacts associated with proposed development, specifically those related to:

1. ~~Aircraft noise~~Noise and other environmental impacts,
~~1.~~2. Safety,
~~2.~~3. Land use compatibility, and
~~3.~~4. Airport growth.

Goal Five: ~~Continue to p~~Plan and work towards a replacement airport as the long-term solution for resolving constraints associated with the existing Airport site.

1.~~2~~3. Alternatives Analysis Approach

With the above goals in mind, development alternatives were identified for meeting the Airport's long-term needs. Alternatives are sorted into specific facility categories that may require or benefit from improvements at the existing Airport site during the 20-year planning period, as identified in Chapter C. These facility categories include the following:

1. Air Traffic Control Tower
2. Passenger Terminal Area Facilities
    a. Terminal Building
    b. Commercial Apron
    c. Automobile Parking
3. General Aviation Facilities

4. Instrument Approach and Departure Procedures
5. Compliance with FAA Standards

For each facility category, the following alternatives are identified. Where applicable, it is noted whether the alternative is designed to recapture facilities lost as a result of the Runway Safety Area (RSA) improvements, or to accommodate forecasted demand.

"No Action" Alternatives. These alternatives consider the implications of not making improvements to facilities during the planning period.

Existing Site Footprint Alternatives. These alternatives identify options for meeting long-term needs within the existing site footprint, in most cases at the expense of other existing facilities.

Existing Site Expansion Alternatives. These alternatives identify options for meeting long-term needs by expanding outside the existing Airport footprint.

Following discussion of the "no action" and existing site alternatives in this chapter, a ~~*Replacement Airport Site Re-evaluation*~~*Siting Evaluation for Replacement Airport* will be presented in Chapter E. The re-evaluation will identify the benefits of relocating the Airport to meet long-term needs, and re-evaluate the replacement sites identified in the Environmental Impact Statement (EIS) in light of current circumstances.

Note: Alternatives presented in this chapter assume as "existing conditions" all improvement projects that are completed, in-progress, or scheduled for implementation as of this writing. That is inclusive of the entire Runway Safety Area (RSA) and Terminal Area Improvements Project, which is reflected on the most recent update to the Airport Layout Plan (ALP) completed in 2014. The existing conditions also assume construction of the future ("ultimate") buildings illustrated on the previous ALP.

2. Air Traffic Control Tower

The recently approved Modification of Standards (MOS) related to the Airport's Runway Object Free Area (ROFA) is conditioned on removal of the existing Air Traffic Control Tower (ATCT) located on the east side of the runway and within the ROFA, by 2023. The FAA has stated that SUN must have an ATCT in order to retain commercial passenger air service. A major goal of the Master Plan Update is to identify a future site for the ATCT that is compliant with FAA design standards and is an optimal location with relation to existing and planned future development.

The existing ATCT is currently deficient in terms of technology, cab height, and location to support the existing and future role of the Airport. Multiple sites were analyzed based on FAR Part 77 criteria, sight distance and shadowing effects, orientation and glare, and physical consideration such as infrastructure development, zoning, security, access, topography, general location, and facility construction costs. Three of the sites are recommended for further analysis. The ATCT alternatives are presented and analyzed in the following sections:

- Identification of Viable ATCT Sites
- Tier One Siting Analysis: Visibility Performance and Construction Cost
- Tier Two Siting Analysis: Other Considerations
- Next Steps: FAA Siting Process

2.1. Identification of Viable ATCT Sites

The 2004 *Friedman Memorial Airport Concept and Budget (C&B) Report* identified eight potential ATCT locations, referred to by this Master Plan Update as C&B 1-8. Sites that are no longer viable due to development and airport design standard changes since 2004 are noted in **Table D1**. Three of the C&B sites ~~appear to~~ remain viable and are referred to by this Master Plan Update as Sites 1, 2, and 3 as identified in the table.

Two additional viable sites were selected for review and analysis, referred to by this Master Plan Update as Sites 4 and 5. The sites were selected after a review of the 2014 SUN Airport Layout Plan and recent MOS documentation. The selected sites are described in **Table D2**. The locations of all five viable ATCT sites are shown in **Figure D1**. It is important to note that the sites identified are generalized and that the actual site could be in the general vicinity of the site shown in Figure D1. The future ATCT might also be incorporated into another existing or future structure (e.g. the passenger terminal building). ~~It is important to note that an existing building or buildings could be torn down to provide an alternate site for the relocated ATCT. However, this analysis only considers sites that would not require the removal of existing buildings.~~

Table D1 **2004 ATCT STUDY SITES**

Site	Location	Viable	Reasoning for Viability Assessment	New Site Number
C&B 1	North of the passenger terminal building	No	Located on the relocated commercial service ramp	—
C&B 2	Adjacent to the passenger terminal building, to the south	Yes	Outside the TOFA, could be incorporated into the passenger terminal building	1
C&B 3	South of the passenger terminal building, on the site of the old Administration building.	No	Inside the TSA and TOFA for the new bypass taxiway	—
C&B 4	South of the passenger terminal approximately 600 feet, between hangars	Yes	Located on undeveloped land, and land not slated for development	2
C&B 5A	On a triangle of undeveloped land, south of the terminal and north of the T-hangars	No	Site access, located between the 25 foot and 30 foot Building Restriction Line, and inside the ROFA	—
C&B 5B	On a triangle of undeveloped land, south of the terminal and north of the T-hangars	No	Inside the ROFA	—
C&B 6	Adjacent to the future ARFF/SRE building	No	Access and incorporation into the ARFF/SRE would be challenging	—
C&B 7	Adjacent to Aviation Drive, and future GA tie-downs	Yes	Located on undeveloped land, and land not slated for development	3
C&B 8	The current ATCT site	No	Inside the ROFA	—

SOURCE: 2004 Friedman Memorial Airport Concept and Budget Report.

Table D2 **ADDITIONAL VIABLE ATCT SITES**

Site	Location	Justification
4	Northwest of the Commercial Apron	Direct oversight of the Commercial Apron, outside the ROFA
5 *	East of Highway 75, in the Right-of-Way	Outside the ROFA, access to the highway, away from the Missed Approach Procedure to Runway 31

SOURCE: 2014 SUN ALP

* Site 5 would require land acquisition.

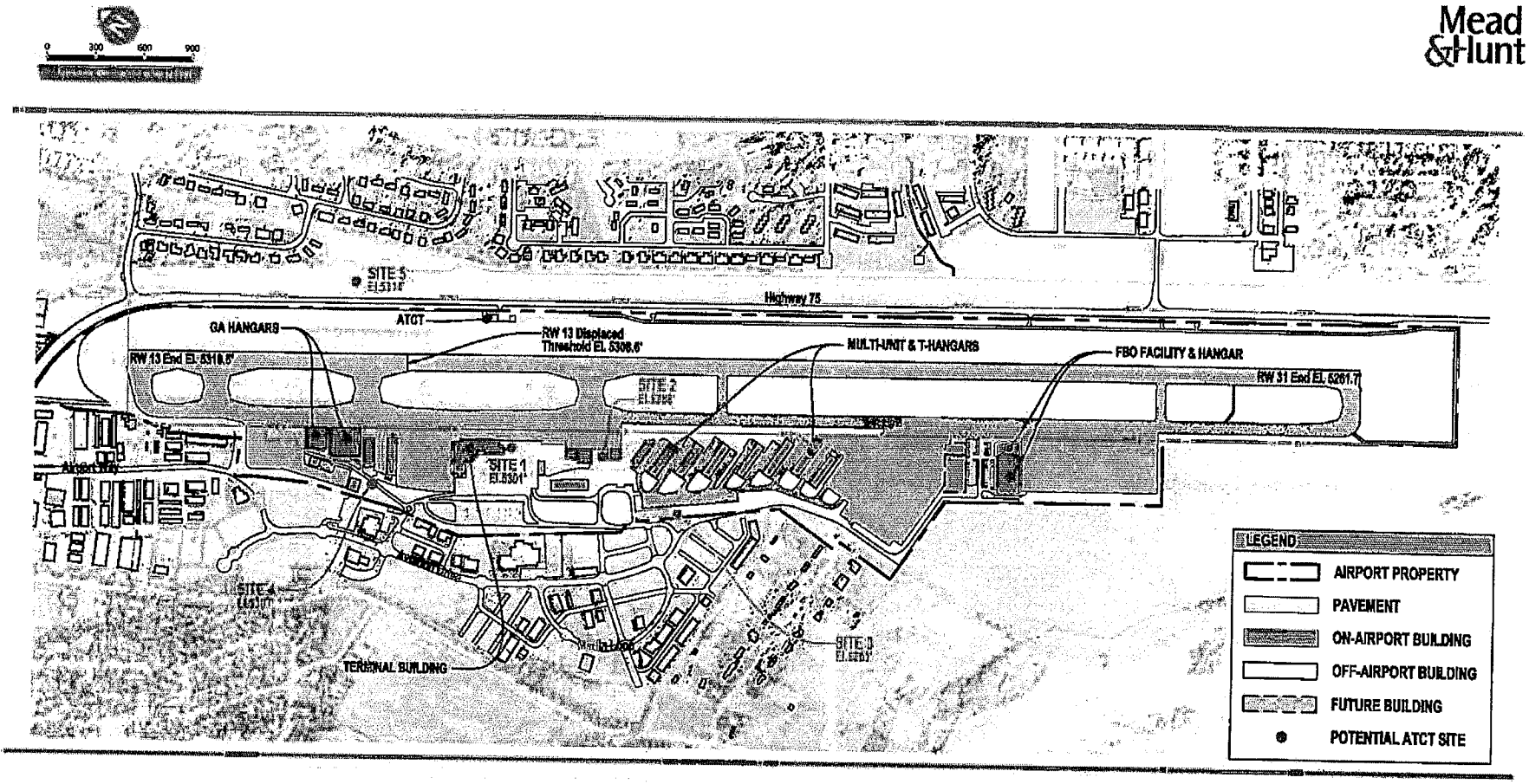


FIGURE D1 **Air Traffic Control Site Options**

2.2. Tier One Siting Analysis: Visibility Performance and Construction Cost

An initial screening of the sites was conducted utilizing the FAA's Air Traffic Control Visibility Analysis Tool to determine required tower heights and associated construction cost. To utilize the online Visibility Tool, a number of parameters need to be calculated for each site, including the ground elevation at site, the ground elevation at the Key Point, and the Site to the Key Point distance. A Key Point is defined as a spot on the surface of the airport that is of interest, such as runway end or taxiway intersection. For the purpose of this analysis, the Key Point for each site is either end of Runway 13/31. The Tier One Siting Analysis for the five viable ATCT sites includes the following components:

- Line of Sight (LOS) Angle of Incidence Analysis
- Object Discrimination Analysis
- Unobstructed View Analysis
- Two-Point Lateral Discrimination Analysis
- Construction Cost Estimate

2.2.1. LOS Angle of Incidence Analysis

The lower an ATCT site's ground elevation, the higher the ATCT would have to be to achieve the same Line of Sight (LOS) Angle of Incidence for each runway end. For each site, the Key Point varies depending upon the ground height of the site and the ATCT height needed to achieve the ideal Angle of Incidence. The minimum threshold value of 0.80 degrees is the minimum LOS slant angle required to perform the ATCT specialists' duties, and represents the minimum LOS Angle of Incidence for observing the Key Point. The ATCT observer's eye height was determined according to Draft FAA Order 6480.4B *Airport Traffic Control Tower Siting Process*, which defines the observer's eye height as five feet above ~~cab~~ the floor of the tower cab (i.e. control room). Order 6480.4B also indicates that when siting an ATCT, 25 feet should be added from the observer's eye height to the top of the structure.

2.2.2. Object Discrimination Analysis

~~In the past, ATCT siting decisions have been significantly influenced by the upper height limits imposed by Terminal Instrument Procedures (TERPS) and controller opinions. However, the FAA had no means to quantitatively measure the improvement in air traffic controller visibility gained by changing the ATCT height and location, and there was no required minimum criterion for ATCT height. In response to this need, FAA human factors specialists and Airport Facilities Terminal Integration Laboratory (AFTIL) personnel simulated existing ATCTs to establish a performance baseline of a controller's ability to detect and identify aircraft on the airport surface at specific distances. A product of the research was t~~The FAA Air Traffic Control Visibility Tool~~, which calculates an Object Discrimination Analysis~~ evaluates controller object discrimination based on three criteria, *Detection*, *Recognition*, and *Identification*. The minimum passing thresholds for ~~*Detection, Recognition, and Identification*~~these criteria are based on an FAA assessment of 195 ATCTs throughout the country. ~~The assessment established a mean baseline for *Detection, Recognition, and Identification* and determined the minimum passing threshold for each criteria to be one and a half standard deviation below the mean of the 195 ATCTs.~~ The FAA tool generates a probability percentage for each ~~criteria~~criterion, and ~~notifies the user if~~determines whether the probability percentage is within the passing limits.

Detection is defined as the controller's ability to notice the presence of an object without regard to the class, type, or model; the observer knows something is present but cannot recognize or identify the object. The *Detection* criterion has a minimum passing threshold of 95.5%. *Recognition* is defined as the ability to discriminate a class of objects – such as a class of aircraft, for example, single engine general aviation aircraft – and has a minimum passing threshold of 11.5%. *Identification* is defined as the ability to specify the object – such as a Dodge Caravan or Cessna 172 – and has a minimum passing threshold of 0.91%.

2.2.3. Unobstructed View Analysis

Additional review was conducted utilizing topographic data, structural heights, and visualization tools such as Computer-Aided Design and Drafting (CADD) software. This additional review calculated the minimum air traffic controller eye height to see all movement surfaces on the Airport.

FAA Order 6480.4B and Advisory Circular 150/5300-13A, *Airport Design*, Change 1, state that an ATCT must have a clear LOS to all traffic patterns, the final approaches to all runways, all runway structural pavement, and other operational surfaces controlled by the ATCT. A clear LOS to taxilane centerlines is desirable, as operational surfaces that do not have an unobstructed LOS will be designated as non-movement areas through a Letter Of Agreement (LOA) with the Airport.

2.2.4. Two-Point Lateral Discrimination Analysis

A two-point lateral discrimination analysis was performed to assess whether the observer would have sufficient ability to laterally discriminate between two critical points of the airport surface operations. In the case of SUN, the two points would be two aircraft situated at the end of the runway and parallel taxiway, respectively, at the same end of the airfield. Consideration must be given to laterally separating the observer's viewing angle between the two points by 0.13 degrees (8 minutes) or greater.

2.2.5. Construction Cost Estimate

To estimate construction cost for each viable ATCT site, an analysis of 34 FAA Contract ATCTs was conducted utilizing the Construction Data Base maintained by the American Association of Airport Executives (AAAE) and the U.S. Contract Tower Association. The 34 ATCTs analyzed were constructed between 2003 and 2013, with an average height of 72 feet, at an average total cost of $2.8 million, translating to a cost per vertical foot of approximately $40,000. This cost per vertical foot was utilized to determine a construction cost estimate for each ATCT site; however it is important to note that these cost estimates do not take into account site-specific considerations.

2.2.6. Tier One Siting Analysis Summary

Utilizing the information derived from the analysis outlined above, an ATCT matrix was developed with key critical data inputs and results for the five viable sites, shown in **Table D3**. The table is based on the Site Comparison Chart found in FAA Order 6480.4B, Appendix B. The ATCT site selection process requires that at a minimum, three recommended operationally viable sites must be identified for further modeling and simulation.

Based on this analysis, Sites 3 and 4 may be ruled out due to their required tower heights and higher construction costs, as well as their relatively lower scores for the Visibility Performance Analysis items.

Table D3 **TIER ONE ATCT SITING ANALYSIS**

Item	1	2	3	4	5
Site Location on Airport (Lat/Long)	43° 30' 22.28" N 114° 18' 0.98" W	43° 30' 17.43" N 114° 17' 57.10" W	43° 30' 16.76" N 114° 17' 59.24" W	43° 30' 27.80" N 114° 18' 10.26" W	43° 30' 35.82" N 114° 17' 57.44" W
Site Elevation (AMSL)[1]	5,301 FT	5,288 FT	5,283 FT	5,307 FT	5,314 FT
Tower Cab (Control Room) Floor Height (AGL)	47 FT	68 FT	237 FT	118 FT	29 FT
Controller Eye Height (AGL)[2]	52 FT	73 FT	242 FT	123 FT	34 FT
Total Tower Height (AGL)	77 FT	98 FT	267 FT	148 FT	59 FT
Environmental Issues	None Known	None Known	None Known	None Known	None Known
ATCT Potential Impacts to Existing and Future NAVAIDS	None Known	None Known	None Known	None Known	None Known
Part 77 Impacts (Transitional Surface Penetration)	+37 FT	+53 FT	+174 FT	+78 FT	+24 FT
Construction Cost Estimate ($65K per vertical foot)	$5.0 Million	$6.4 Million	$17.4 Million	$9.6 Million	$3.8 Million
Access to ATCT Site	Via Parking Lot	Via New Road	Via Airport Cir.	Via Airport Access Road	Via Highway 75
Key Point	Runway 13 End	Runway 13 End	Runway 13 End	Runway 31 End	Runway 31 End
Distance	2,398 FT	2,956 FT	3,479 FT	6,113 FT	6,211 FT
Elevation (AMSL)	5,308.6 FT	5,308.6 FT	5,308.6 FT	5,261.9 FT	5,261.9 FT
Visibility Performance Analysis					
Object Discrimination Analysis	Pass	Pass	Pass	Pass	Pass
Detection: Threshold > 95.5%	100%	99.9%	99.9%	98.9%	98.8%
Recognition: Threshold > 11.5%	95.7%	90.7%	84.0%	33.2%	30.5%
Identification: Threshold > 0.91%	62.6%	41.7%	29.0%	3.6%	3.2%
LOS Angle of Incidence, Minimum = 0.80 degrees[3]	0.80 degrees	0.80 degrees	3.56 degrees	1.58 degrees	0.80 degrees
2-Point Lateral Discrimination (0.13 degrees or greater)	7 degrees (RW 13 & Parallel TW); 3 degrees (RW 31 & Parallel TW)	6 degrees (RW 13 & Parallel TW); 4 degrees (RW 31 & Parallel TW)	5 degrees (RW 13 & Parallel TW); 4 degrees (RW 31 & Parallel TW)	10 degrees (RW 13 & Parallel TW); 3 degrees (RW 31 & Parallel TW)	12 degrees (RW 13 & Parallel TW); 3 degrees (RW 31 & Parallel TW)
ATCT Orientation, Primary Operations View Direction	South/East	South/East	South/East	South	South

SOURCE: 2014 SUN ALP

NOTE: [1] Determined utilizing 2014 AGIS Data

[2] Calculated based on LOS angle of incidence analysis and/or ability to see all movement areas (runway and taxiways).

[3] Where angle of incidence is greater than 0.80 degrees, tower height was determined based on clear LOS to all movement areas.

2.3. Tier Two Siting Analysis: Other Considerations

~~As mentioned previously, Sites 3 and 4 were ruled out for cost and operational reasons.~~ The remaining three sites (Sites 1, 2, and 5) are analyzed further in this section based on other important siting considerations. In selecting a preferred site for an ATCT, consideration ~~should~~ must be given other ~~aspects~~ requirements, including required land, ATCT orientation, weather impacts, security, access, and local zoning, as described below.

2.3.1. Land

According to AC 150/5300-13A, an ideal ATCT site will provide between three and seven acres of land, to meet security requirements and accommodate current and future building needs, including ~~provisions for~~ employee parking. ATCT sites on existing Airport property are preferred by the FMAA, and efficient use of available sites should be considered, including the potential for incorporating the future ATCT into existing facilities. ~~An important consideration for the relocated ATCT at SUN is whether a particular site would require land acquisition.~~ Of the three remaining sites, Site 5 is the only site that would require land acquisition. Furthermore, Site 5 is located within a public road and electrical power line right-of-way, which would complicate construction at this site.

2.3.2. Orientation and Glare

Consideration should be given to direct sun glare, indirect sun glare off natural and manmade surfaces, night-time lighting glare, external light sources, and thermal distortion. Ideally the primary operational view for controllers should face north, or alternatively east, west, or south, with the orientation preference being in that order in the northern hemisphere. In areas where snow accumulates on the ground, such as SUN, a southern orientation should be avoided. All three remaining sites require a southern orientation, however this will be difficult to avoid at SUN given the predominance of takeoffs to and landings from the south.

2.3.3. Weather

Utilizing weather data collected for the Master Plan Update, consideration was given to local weather phenomena that could potentially impair visibility. The required ATCT height at all three remaining sites is below the limits of the instrument approach minimums at SUN, and therefore local weather phenomena such as fog will affect total airport operations prior to affecting ATCT operations.

2.3.4. Security

The FAA Safety Management System (SMS) requires that Safety Risk Management (SRM) assessments be performed on changes to the National Airspace System (NAS) that have safety impact. An SRM process will be conducted at a later planning stage in which each siting criterion will be reviewed for potential hazards. The hazards identified for each location will be assessed and mitigated to an acceptable level of risk to satisfy SMS requirements. In addition, access to the ATCT must avoid crossing areas of aircraft operations, and should avoid roads or bridges subject to closures due to high traffic volume, flash floods, snow, landslides, falling rocks or other hazards.

2.3.5. Local Zoning

~~Additional criteria or restrictions include~~ATCT development must meet local zoning ordinances and building codes, which ~~regulating~~ regulate building height, ~~and~~ setbacks, and other design elements. The Airport is within the City of Hailey Airport (A) zoning district. The City Zoning Ordinance does not set specific height or setback requirements for the Airport district. Instead, the Ordinance states that the requirements are "subject to FAA

regulations and 14 CFR, Chapter 1, Subchapter E, Part 77, *Objects Affecting Navigable Airspace*, as amended" (Section 5.4, District Use Matrix, page 8).

The area south of the Airport is in unincorporated Blaine County in the Residential/Agricultural (R-5) zoning district. The County Code states that the maximum building height in zone R-5 is ~~set at~~ 35 feet, with exemptions for barns, silos, and windmills. The County Code also states that the minimum front yard setback along State Highway 75 is 100 feet, 50 feet for other major roads, and 25 feet for minor roads.

Identifying the final ATCT site will require coordination ~~between~~ with the City of Hailey and/or Blaine County to ensure that the ATCT will meet~~s~~ local codes, or that variances are obtained if necessary. Under Part 77, all three tower sites would be considered penetrations to the transitional surface. If one of these replacement tower sites were identified on the ALP, ~~a Non-Rule Making Airport Study (NRA) would be conducted in accordance with FAA Order 7400.2, *Procedures for Handling Airspace Matters* and Part 77 Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) requirements,~~the FAA must conduct an airspace study to determine whether the penetration would be allowed.

2.4. FAA Siting Process, Next Steps, and Conclusion

This Master Plan does not include the entire FAA siting process, but rather provides a preliminary assessment of potential alternative ATCT sites. Based on the analysis above, the ATCT site alternatives that are most feasible and acceptable to the FMAA are Sites 1 and 2. These sites should be carried forward into the FAA ATCT siting process as described below.

~~Because the Master Plan does not include the entire FAA siting process, the alternatives for a future ATCT site that appear to be most feasible and acceptable to FMAA should be carried forward into the FAA ATCT siting process as described above.~~The next step in the siting process is to conduct an SRM assessment for the preferred ATCT site in compliance with the FAA SMS Manual. The SRM process ensures that safety-related changes are documented; hazards are identified; risks are assessed and analyzed; medium and high risks are tracked to resolution; high risks are mitigated to an acceptable level; medium risks are mitigated if possible; the effectiveness of the risk mitigation strategies are assessed; and the performance of the change is monitored throughout its lifecycle. At least two trips to the FAA Airport Facilities Terminal Integration Laboratory (AFTIL) are required for each ATCT siting study. The first trip utilizes the AFTIL modeling and simulation capabilities for initial siting. At a minimum, three preferred sites should be identified for analysis on the first trip. The second trip to AFTIL is meant for cab size mock-up and equipment layout, mullion evaluation (a mullion is a vertical element that forms a division between units of a window; placement can affect visibility from the tower), site recommendation, and validation. If the Airport Sponsor attends the trips to the AFTIL, a staff member from the FAA Airports District Office (ADO) is encouraged to attend as well.

3. Passenger Terminal Area Facilities

The following sections present "No Action," Existing Site Footprint, and Existing Site Expansion Alternatives for the following passenger terminal area facilities:

- Terminal Building
- Commercial Apron
- Automobile Parking

3.1. "No Action" Alternative

~~With the potential for constrained growth in air service, t~~The Airport could become less desirable for passengers if ~~the Airport took~~ no action is taken to meet ~~forecasted~~ increased demand ~~as functional issues develop~~over the next 20 years. ~~The Airport could risk increased p~~Passengers ~~leakage to~~may choose other airports in the region if ~~it~~ SUN cannot provide a sufficiently positive passenger experience. It could also become difficult to secure new commercial service if the terminal area cannot accommodate additional aircraft ~~for boarding~~parking. The No-Action Alternatives for individual passenger terminal area facilities are described in more detail below.

3.1.1. Terminal Building

If no further action were taken to improve the terminal building in the future, it would continue to function but passenger convenience ~~is likely to~~would suffer, with ~~longer wait times and~~ congestion beginning around forecast year 2024. ~~Towards the end of the planning period and beyond~~Beyond 2024, increased passenger leakage could occur, especially if the terminal building cannot comfortably accommodate ~~the required number of~~peak hour passenger needs ~~in the secure holdroom during the peak hour.~~

The previous chapter discussed the functionality of the terminal post-2015 expansion in the context of the four main terminal components: secure holdroom, security screening check point, baggage claim, and ticketing. The latter three components are expected to reach capacity around ~~the mid-point of the 20-year forecast period~~forecast year 2024, while the secure holdroom would be very close to reaching capacity by 2034 if forecasted enplanements materialize. Additionally, a significant unforeseen change in the future commercial fleet mix and flight schedule could strain the terminal building overall sooner than expected.

Positive Qualities of this Alternative

- Existing terminal building provides sufficient space to accommodate the current air service schedule, with some instances of congestion and delay depending on flight schedules.
- No construction cost or disruption to facilities or operations.

Negative Qualities of this Alternative

- Limited flexibility to accommodate expanding commercial service or changes in flight schedules.
- Space and wait times would become increasingly strained over time, leading to negative effects on the passenger experience and possible leakage to other airports.

3.1.2. Commercial Apron

The commercial apron can currently accommodate three regional commercial aircraft, and is at capacity during peak seasons during remain overnight (RON) operations. A "no action" approach would limit future capacity to near-current levels, with towing and staggered departures providing limited ability to expand air service options for residents and visitors. The "no action" approach also limits aircraft parking options in unusual situations, such as if four commercial aircraft had to be accommodated at the same time due to mechanical issues.

If no action were taken to provide additional commercial apron, the Airport's ability to flexibly accommodate growing air service and potential larger aircraft would be jeopardized. Towing commercial aircraft to the general aviation aprons for RON operations would be an option, as would staggering departures to properly accommodate the aircraft on the apron and passengers in the secure holdroom. These options would not be as efficient as providing a larger apron near the terminal building.

~~**Commercial Apron Alternative 1 – No Action**~~

The existing commercial apron capacity is illustrated in **Figure D2**. The existing apron allows for three aircraft boarding positions.

Positive Qualities of this Alternative

- Sufficient aircraft parking is provided to accommodate the current air service schedule as of June 2015.
- No construction cost or disruption to facilities/operations.

Negative Qualities of this Alternative

- Limited flexibility to accommodate additional service or changes in flight schedules.

3.1.3. Automobile Parking

Parking availability for both passenger vehicles and rental cars is currently strained. If no action were taken to create additional passenger parking, passenger parking capacity is expected to become increasingly strained within the next five to ten years. Rental car companies could experience the same increasing constraints, especially with competing demand for passenger parking. The paved area south of the two passenger parking lots is currently used for rental car parking; however, the area was recently reduced by nearly half to provide a foundation for the airport operations building and an access road for Airport vehicles. Automobile parking is typically an important part of the passenger experience. Over time, limited parking space would hurt the passenger experience and cause passengers to use another airport.

Positive Qualities of this Alternative

- Current parking facilities provide sufficient vehicle parking to accommodate existing demand the majority of the time.
- No construction cost or disruption to facilities/operations.

Negative Qualities of this Alternative

- Visitor and rental car parking would become increasingly strained over time, leading to negative effects on the passenger experience and possible leakage to other airports.

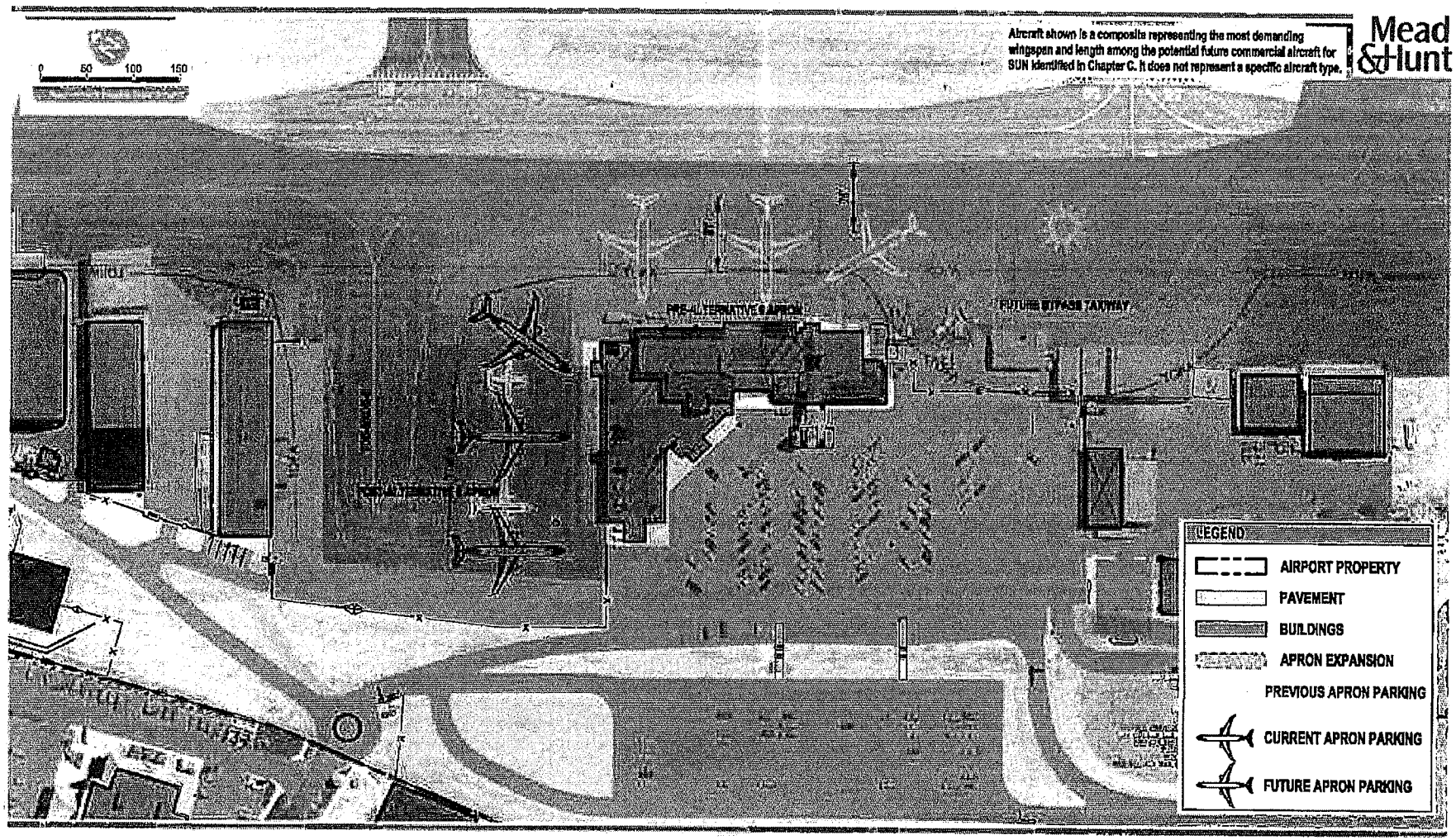


FIGURE D2 **Passenger Terminal Area - No-Action Alternative**

3.2. Existing Site Footprint Alternatives

3.2.1. Terminal Building

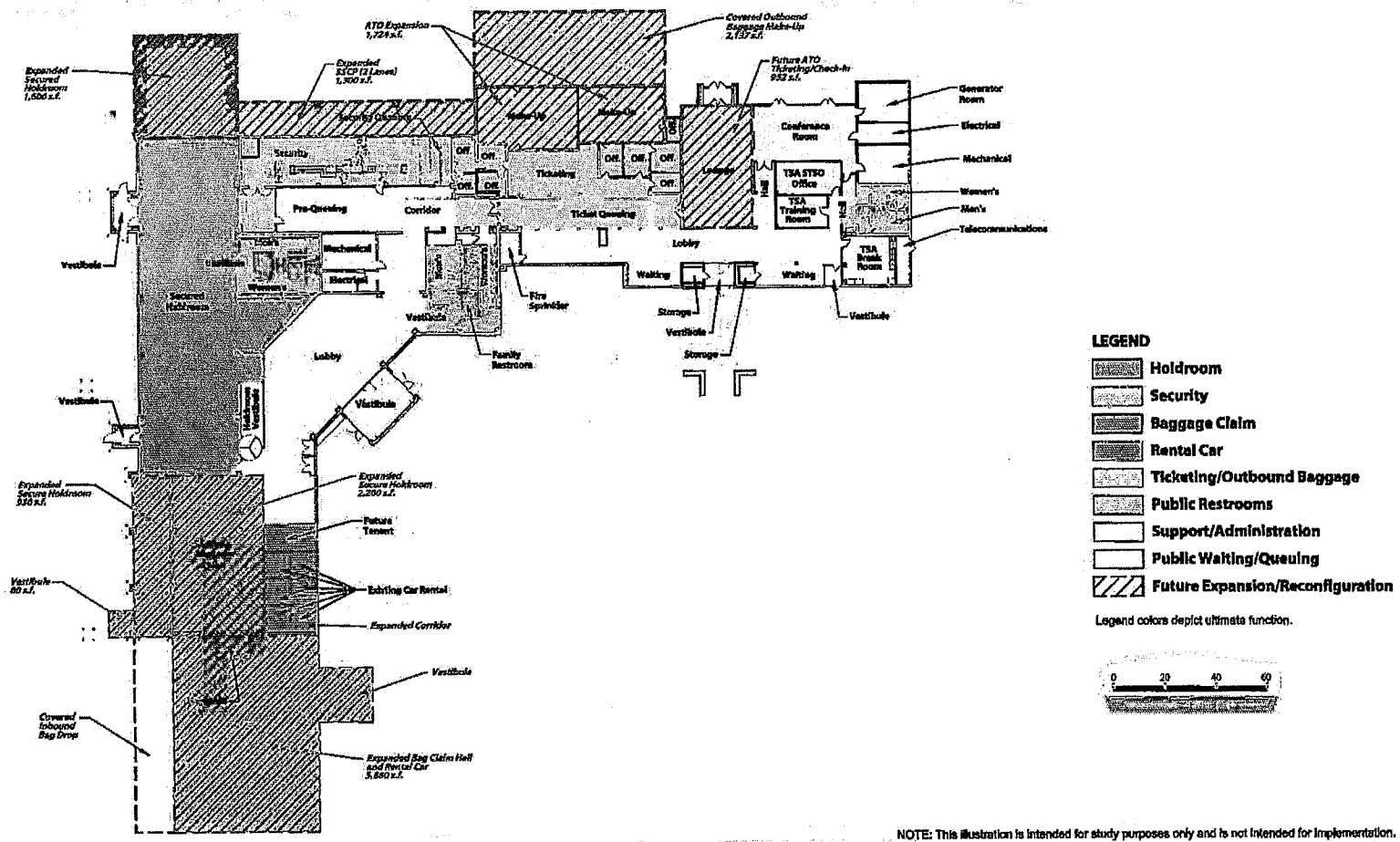
The terminal improvements built for the Runway Safety Area (RSA) projects was designed to allow for modest growth through the 20-year planning period. It was also designed within a budget that encompassed more than just terminal expansion and renovation and, as such, limited what could be achieved. The current terminal layout can support three peak hour flights and would be strained at four peak hour flights. Terminal expansion would likely be required above four peak hour flights.

The terminal building expansion/renovation options presented in this section offer a means to accommodate forecast growth and peak demand tied to the unique character of operations at SUN.

Relocating the terminal building and associated facilities is not feasible within the existing Airport boundary. Therefore, the only option for improving the long-term function of the terminal building is to further expand the current building and maximize the utilization of available space.

Options for additional expansion of the terminal building footprint or renovation within existing space constraints are illustrated in **Figure D3**. As individual separate projects, they allow flexibility to enhance one or more terminal building components depending on need. Options for terminal building expansion are listed below based on space category; options affecting more than one category are duplicated.

- **Ticketing/Outbound Baggage**
  - Convert existing lounge to future airline ticketing office (ATO) ticketing/check-in
  - Convert existing baggage make-up areas (i.e. baggage handling and organizing areas located directly behind the ticket counters) to ATO space
  - Construct covered outbound baggage make-up area on east side of building
- **Public Waiting/Queuing**
  - Convert existing lounge to future ATO ticketing/check-in
- **Security Screening Checkpoint**
  - Expand security screening checkpoint (SSCP) on east side of building – construct second security lane
- **Secure Holdroom**
  - Convert existing baggage claim to secured holdroom
  - Expand secured holdroom to the east
- **Baggage Claim**
  - Expand baggage claim hall and rental car space off west end of building
- **Rental Car**
  - Expand baggage claim hall and rental car space off west end of building



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D3 **Terminal Building Expansion Options**

Friedman Memorial Airport
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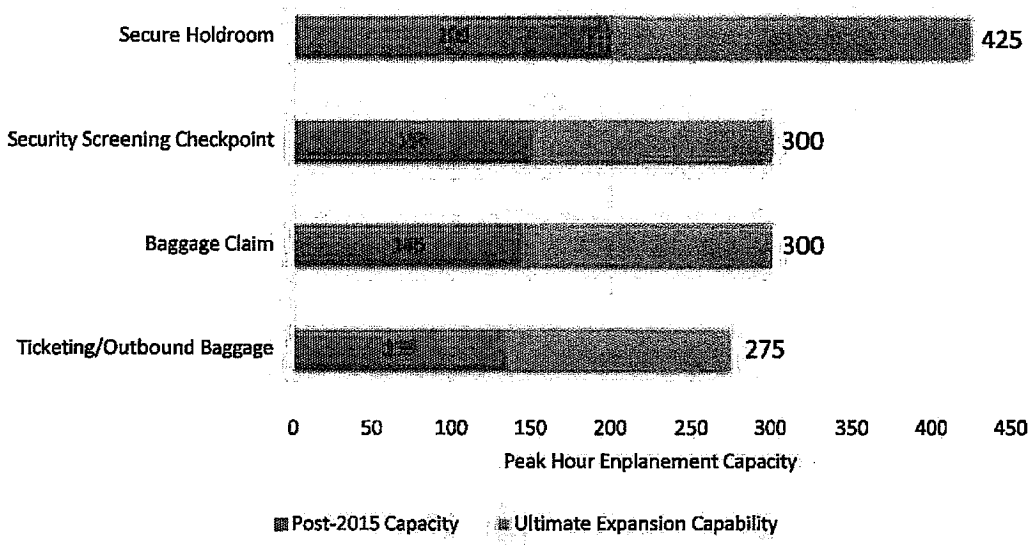
Approximate terminal building capacity increases resulting from the expansion/renovation options shown in **Figure D3** are presented by functional component in **Chart D1.** As shown in this chart, the expansion/renovation options are expected to provide adequate capacity throughout the 20-year planning period.

Chart D3 **ADDITIONAL TERMINAL BUILDING COMPONENT CAPACITY**



SOURCE: Mead & Hunt analysis.

Development of additional ATO space, covered outbound baggage make-up space, a second security screening lane, and expanded secured holdroom on the east side would accommodate a more mature flight schedule built around both the early morning and evening peaks in which flights are scheduled on the shoulders of the peak hour. This larger population would have to clear pre-departure processing (i.e., ticketing and security screening), to enter the secure holdroom, the only available space to house a larger population, until their flights depart. Commercial apron capacity limits the number of departures within the peak hour, and therefore apron expansion will likely be required prior to building expansion.

3.2.2. Commercial Apron

Two long-term alternatives for commercial apron expansion have been identified within the existing airport boundary. Commercial Apron Alternatives ~~2~~-1 and ~~3~~-2 are illustrated in **Figures D4** and **D5**.

Commercial Apron Alternative ~~2~~-1 – Expand Apron West and Add South Staging Area. This alternative involves expanding the apron west to accommodate one additional aircraft and creating a staging area at the south end of the terminal area where two RON aircraft could be stored. A tug would be used to tow the commercial aircraft to and from the staging area. This would allow for more efficient use of the available terminal parking positions, as RON aircraft would not be towed back to the terminal until a short time prior to boarding. However, three hangars located immediately west of the proposed staging area may need to be removed and/or relocated to provide adequate maneuvering space and wingtip clearance for staging aircraft.

Expansion of the apron to the west would impact the existing circular access road arrangement. Under this alternative, traffic could be rerouted in a loop pattern around the existing long-term parking area with both entry and exit via Airport Circle on the south side of the long-term lot.

Positive Qualities of this Alternative

- Adds a fourth aircraft parking position adjacent to the terminal building.
- Defines a potential aircraft staging area near the terminal building.
- With its six aircraft parking positions, this alternative meets all peak aircraft parking scenarios defined in Table C10 of the Facility Requirements chapter, with the exception of the Long-term Peak Scenario #2 (seven aircraft parking positions).

Negative Qualities of this Alternative

- Impacts to circular access road and temporary delays/disruption to traffic flow during construction.
- May require removal and/or relocation of three GA hangars.
- Potential loss of automobile parking

Commercial Apron Alternative ~~3~~-2 – Expand Apron North and West. This alternative includes apron expansion to the west similar to that shown for Commercial Apron Alternative ~~2~~1, in order to accommodate one additional aircraft parking position. It would also include apron expansion to the north to accommodate up to three more parking positions. Expansion to the north would require removal of the two general aviation hangars immediately north of the existing apron. The north parking positions would likely be only RON positions; however, ~~study could be given to the~~ identification of safe walkway access to allow ground boarding of passengers could be studied.

Expansion of the apron to the west would impact the existing circular access road arrangement. This alternative could use the same traffic pattern described under Commercial Apron Alternative ~~2~~1.

Positive Qualities of this Alternative

- Adds a fourth aircraft parking position near the terminal building, as well as three parking positions immediately to the north.
- With its seven parking positions, this alternative fully meets all peak aircraft parking scenarios defined in Table C10 of the Facility Requirements chapter.

Negative Qualities of this Alternative

- Requires removal and/or relocation of two GA hangars.
- Impacts to circular access road and temporary delays/disruption to traffic flow during construction.
- Potential loss of automobile parking

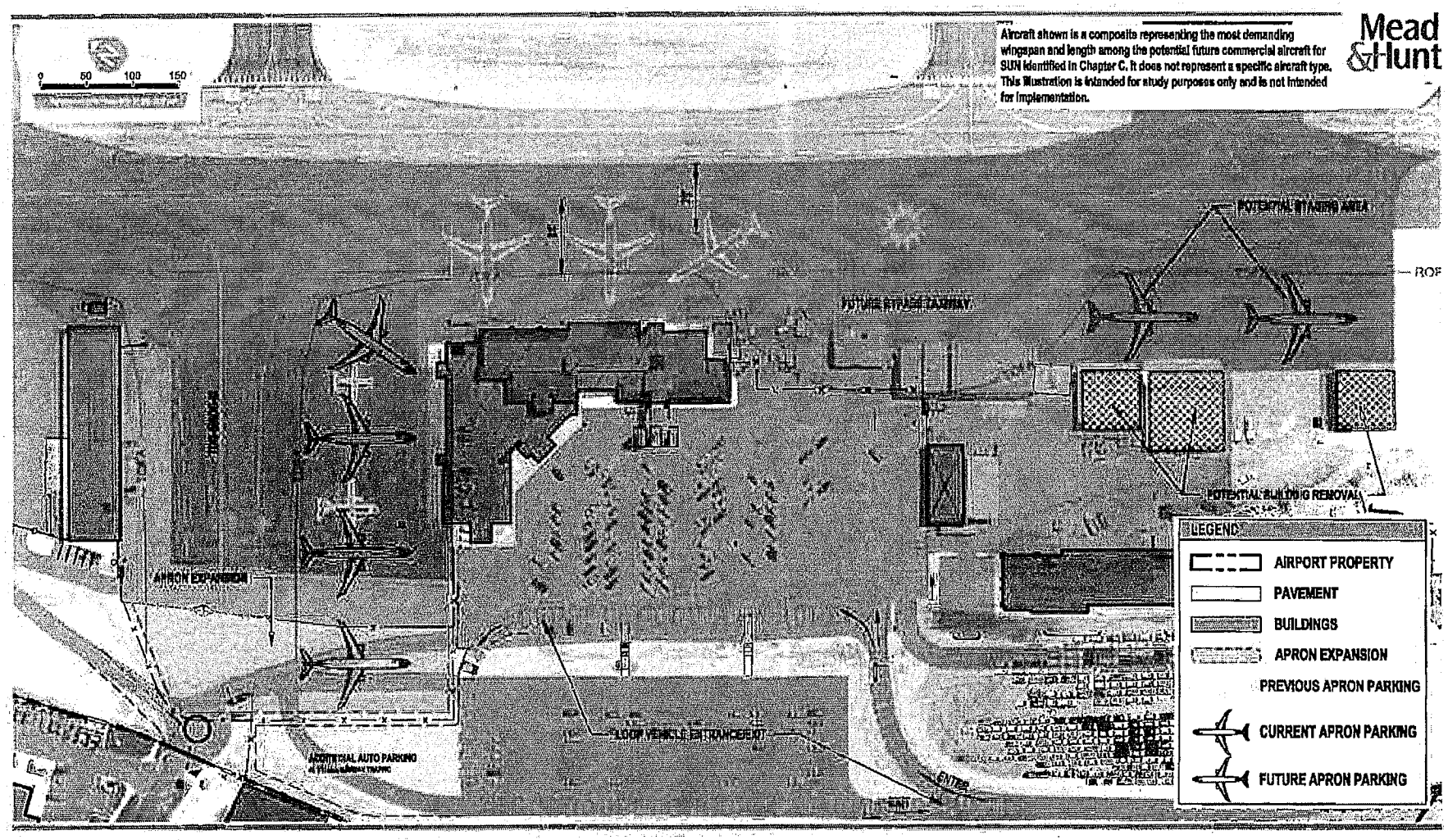


FIGURE D4 **Alternative 1 – Expand Apron West and Add South Staging Area**

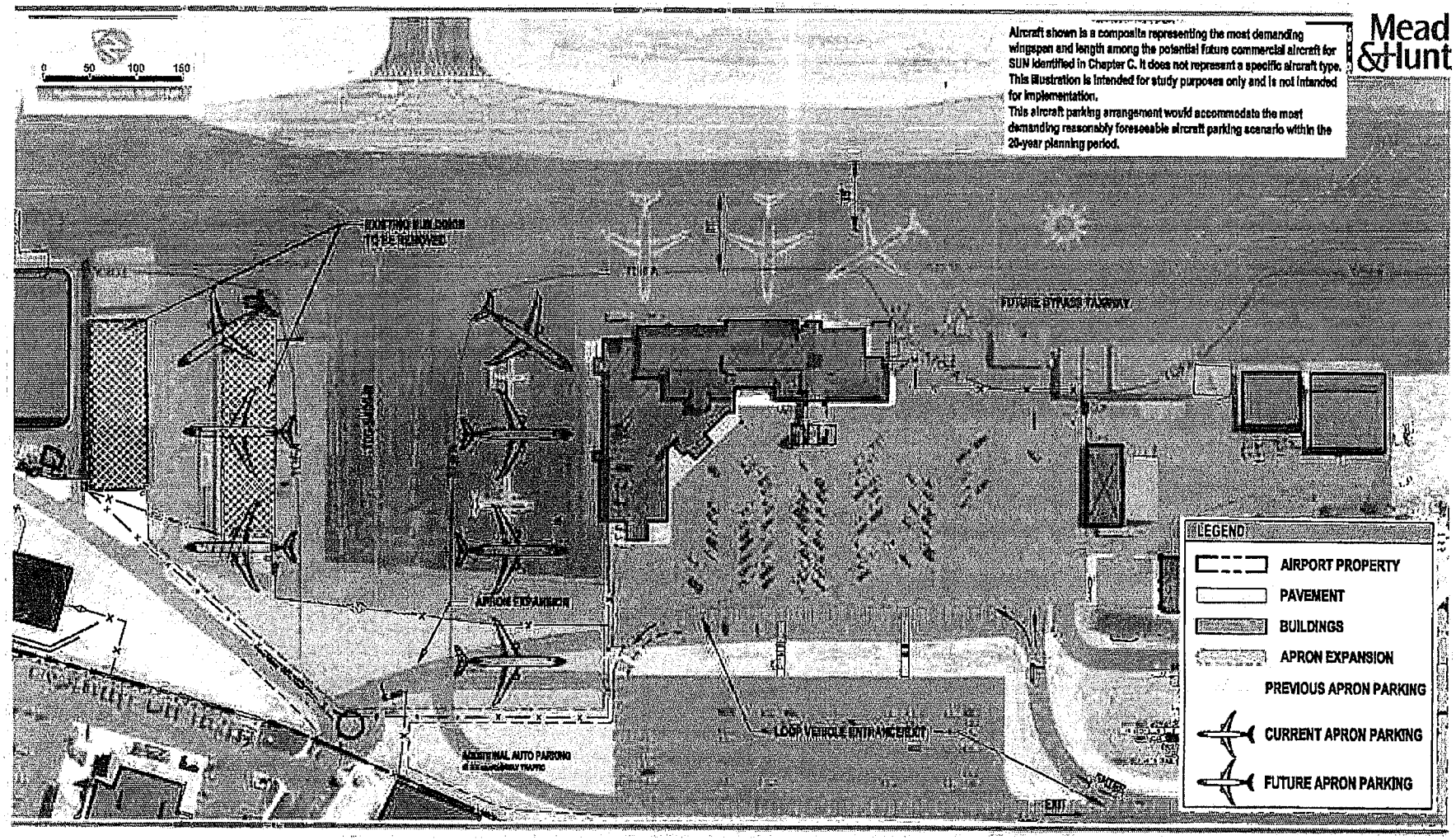


FIGURE D5 **Alternative 2 – Expand Apron North and West**

Friedman Memorial Airport Master Plan Update D.20

3.2.3. Automobile Parking

Automobile parking expansion options are limited within the existing Airport boundary. Two alternatives have been identified for meeting future parking needs within the existing boundary. The Automobile Parking Alternatives are shown in **Figure D6** (Alternative 3 is described in a subsequent section).

Automobile Parking Alternative 1. Construct a ~~single-deck~~ parking structure over existing long-term parking and/or the rental car staging area. The parking structure could be either a single- or multi-deck structure. This alternative would increase available parking without the need to acquire land. However, it would also be expensive, would limit future options for other use of that land, and could block views to the west from the terminal building. ~~Future expansion of the baggage claim hall to the west will make this a good long-term location for rental car parking, freeing up rental car space in the surface lot near the terminal for passenger parking. The structure should be built to support a third level. A cover over the second level would add cost, but would allow a higher fare charge and ultimately save future costs for adding a third level.~~

~~This single-deck structure alternative would add approximately 121 spaces, which would meet 32% of projected 20-year increase in summer parking space demand. Adding a future third level to the parking structure would meet a total of 64% of projected demand.~~

Positive Qualities of this Alternative

- Provides a long-term parking solution on existing Airport property.
- Eliminates the need to acquire land for parking or convert other facilities to parking.
- Potential to charge higher parking fare for covered parking.

Negative Qualities of this Alternative

- High cost of construction.
- Potential visual impacts to view from terminal building.

Automobile Parking Alternative 2. Convert existing rental car staging area to visitor parking. This would add approximately 107 passenger parking spaces, which would meet 28% of projected 20-year increase in demand. However, rental car staging activities would need to be relocated off-Airport under this alternative.

Positive Qualities of this Alternative

- Provides a parking solution on existing Airport property.
- Eliminates the need to acquire land for parking.
- Relatively lower cost of construction to pave existing gravel lot.

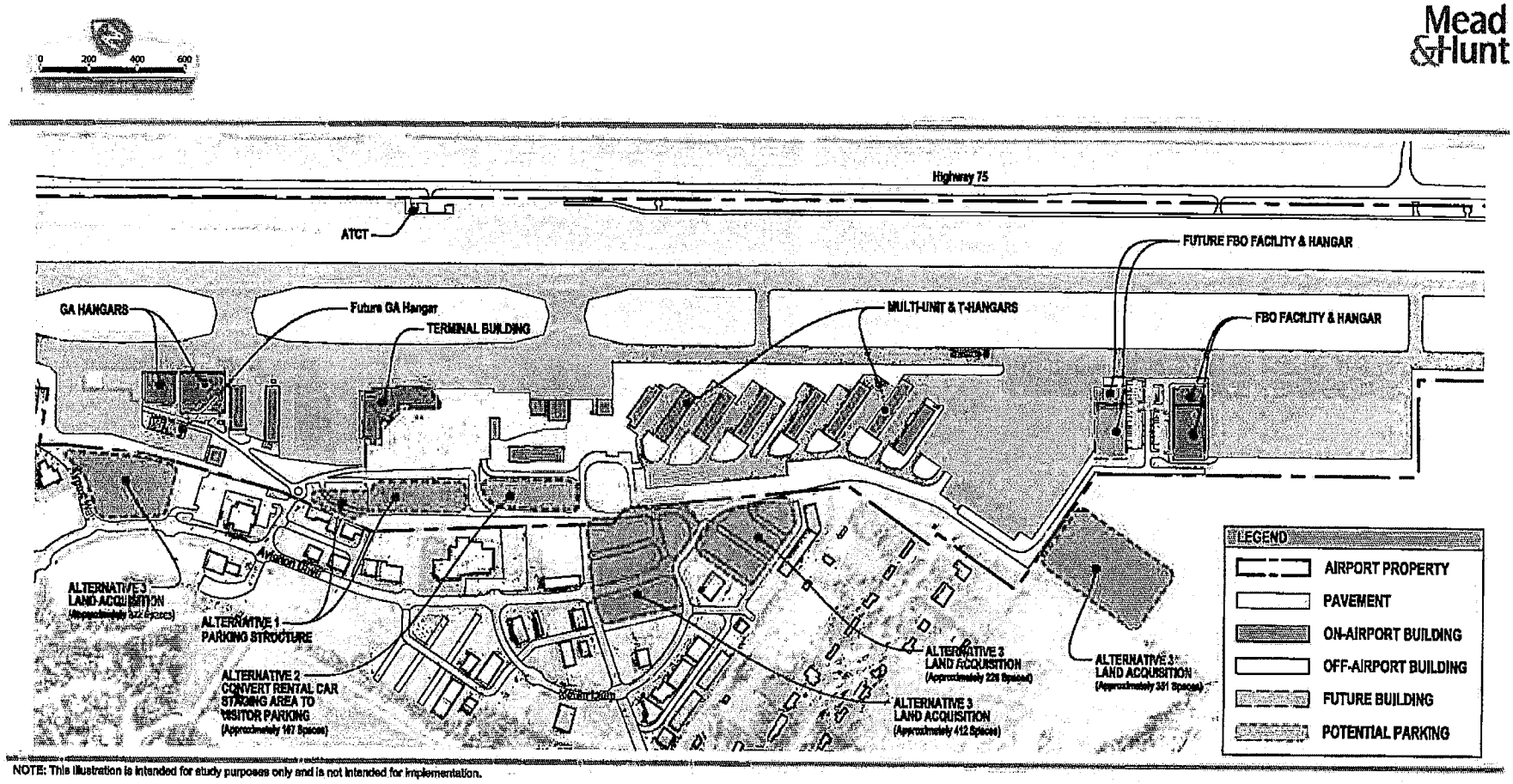
Negative Qualities of this Alternative

- Requires relocation of rental car staging.
- Would meet a smaller percentage of forecasted demand than Alternative 1.

3.3. Existing Site Expansion Alternatives

3.3.1. Terminal Building

Assuming that the terminal building will remain in its existing location throughout the 20-year planning period, there are no expansion options that would make logical use of acquired land, as it is not close enough to the Airport boundary. Therefore, no alternatives were developed for expansion of the terminal building in conjunction with land acquisition. However, expansion of the existing terminal building may displace automobile parking that would need to be replaced elsewhere.



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D6 **Automobile Parking Alternatives**

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3.3.2. Commercial Apron

Commercial apron alternatives discussed in Section 3.2.2 are possible within the existing airport property and provide sufficient space for additional commercial aircraft parking without the need to consider land acquisition. Thus, no alternatives were developed for expansion of the commercial apron in conjunction with land acquisition. However, expansion of the existing commercial apron may displace automobile parking, ground access, and hangars that would need to be replaced elsewhere.

3.3.3. Automobile Parking

Automobile Parking Alternative 3. This alternative would involve acquiring adjacent land for parking space. Several possibilities are illustrated in **Figure D6**. The area west of the FBO and general aviation aprons is well-suited for expanding vehicle parking; land acquisition for parking west of the terminal area was also considered, as shown in the figure. The distance of potential parking areas from the terminal building may be inconvenient for passengers, but would not inconvenience passengers or rental car companies to the same degree as an overall parking shortage ~~such as that which would occur~~associated with the No Action alternative. Depending on distance, a shuttle between the parking area and the terminal could be incorporated to improve passenger convenience. Alternatively, the Airport could arrange for shuttle service to offsite parking. The Airport could consider partnering with a private company to provide the offsite parking or leasing land for the purpose. The number of additional parking spaces that could be created via land acquisition options identified in **Figure D6** ranges from 222 to 412 spaces, which would meet 59% to 109% of projected 20-year demand for additional parking.

Positive Qualities of this Alternative

- Provides a long-term parking solution.
- Depending on the land acquired, could meet a significant percentage of forecasted demand.

Negative Qualities of this Alternative

- Requires land acquisition.
- Distance of some options from the terminal building could inconvenience passengers and rental car companies.

3.4. Passenger Terminal Area Alternatives: Conclusions

Based on the preceding analysis and input from the FMAA, the following are depicted as future options on the 20-year Conceptual Development Plan presented at the end of this chapter:

- **The long-term terminal building expansion/renovation concept, as proposed in Section 3.2.1 and shown in Figure D3.** This concept could be achieved without significant impacts on surrounding uses; however, any automobile parking displaced by this concept would need to be replaced elsewhere.
- **The long-term commercial aircraft parking apron Alternative 2, *Expand Apron North and West*, as proposed in Section 3.2.2 and shown in Figure D5.** Based on feedback from the FMAA, this concept is preferable to towing aircraft to remote staging locations as proposed by Alternative 2. Any general aviation hangars, automobile parking, and/or access roads displaced by this alternative would need to be replaced elsewhere.
- **The potential parking structure locations identified in Section 3.2.3, as well as the surface lot expansion options within the Airport West business park.** The financial feasibility of these parking options will be considered in a subsequent chapter of the Master Plan. The FMAA desires to control of all future parking facilities, primarily to retain any potential increases in this important revenue stream.

~~The following conclusions regarding future terminal area improvements were identified by the preceding analysis:~~

- ~~It appears that the terminal building could be expanded in areas adjacent to the existing building without significant impacts on surrounding uses.~~
- ~~The commercial aircraft parking apron could be expanded to the west to accommodate one additional aircraft for ground boarding passengers. However, the on-Airport roadway system would need to be reconfigured. All other options for additional aircraft parking would only be utilized for RON aircraft that would need to be tugged into and out of passenger loading positions adjacent to the terminal building.~~
- ~~Significant increases in the number of passenger automobile parking spaces would require the construction of a multilevel parking structure, land acquisition and/or shuttles to remote sites.~~

4. General Aviation Facilities

Based on the general aviation (GA) apron analysis in Chapter C, an estimated 150,000 square feet of GA apron space would be required to recapture what was lost as a result of the RSA improvements. An additional 225,000 square feet would be required over and above that to meet forecasted 20-year demand. Projected apron space needs are related to the peak event operations forecasts presented in Chapter B. The ratio of jet operations to total annual operations at SUN is increasing and expected to continue increasing. In addition, jet operations conduct approximately 90% of peak event GA and air taxi operations. Jets typically require more space than other aircraft, and many GA and air taxi jet aircraft operators at SUN are expected to transition to larger jet aircraft such as the Bombardier Global Express 7000 (104' wingspan) during the 20-year planning period. The increasing average GA aircraft size translates into greater apron space needs over time, and this trend was accounted for in the apron space estimates.

There is currently approximately 198,950 square feet of GA hangar space at the Airport. The Airport experienced a net loss in GA hangar space of 14,500 square feet as a result of the RSA improvements. Assuming that necessary hangar space per based aircraft remains constant, the Airport will need an additional 78,700 square feet of GA hangar space over and above the 14,500 square feet lost to meet 20-year forecast demand.

The following sections present "No Action", Existing Site Footprint, and Existing Site Expansion Alternatives for GA apron and hangar space.

4.1. "No Action" Alternative

If no action were taken to improve GA facilities, an increasing shortage of hangars and parking apron is expected based on forecasted demand. Due to the recent loss of apron resulting from the RSA improvements, when there is not sufficient space available to store aircraft during peak events, pilots are likely to drop off passengers, fly another airport to park the aircraft, and then fly back at a later date to pick up the passengers. This creates additional operations ~~and~~, noise, and other environmental impacts over areas north and south of the Airport, which is likely to increase if no action were taken. The Airport would also lose potential revenue generated from additional GA apron space. Space constraints could also increase the risk of accidents and provide insufficient space for maintenance and other services.

Construction of no new GA hangars would cause the Airport to lose potential hangar lease revenue and be unable to meet future demand.

Positive Qualities of this Alternative

- No construction cost or disruption to facilities or operations.

Negative Qualities of this Alternative

- Existing peak time GA apron and hangar space shortages will increase over time.
- Continued space constraints will lead to increased passenger drop-offs and resulting aircraft operations, noise, and environmental impacts north and south of the Airport during peak times.

4.2. Existing Site Footprint Alternatives

Construction of new GA facilities within the existing Airport boundary would have to take place at the expense of other facilities. There are a few future hangars identified on the most recent Airport Layout Plan (ALP) accessible from the air cargo/Bureau of Land Management (BLM) apron north of the terminal area. Beyond these facilities identified on the ALP, if more hangars were constructed, it would occur at the expense of GA apron or some other facility. Conversely, if more GA apron were constructed, it would necessarily be at the expense of hangars or other facilities.

4.3. Existing Site Expansion Alternatives

Four development alternatives for GA facilities that would be possible with land acquisition are described below. The alternatives could be phased, if desired. The GA Facilities Alternatives are illustrated in **Figures D7, D8, D9,** and **D10.**

GA Facilities Alternative 1 – Recapture (West). Construct GA facilities sufficient to recapture those removed for the 2015 Runway Safety Area improvements and Commercial Apron Alternative 2. These facilities would include a 30,000 SF hangar development area, a new GA automobile parking area that could also be used for rental car storage/staging, and 150,000 SF of additional GA apron. The facilities would be located west of the existing FBO area and GA aprons. ~~The FBO provides a valet service for its customers; expanded valet service could be coordinated with the FBO in place of constructing additional GA automobile parking.~~

Positive Qualities of this Alternative

- Provides the opportunity to regain the facilities and space lost due to the RSA improvements.
- Limits the amount of land acquired by focusing only on replacement of removed facilities.
- Concentrates development close to the FBO building and other GA facilities.

Negative Qualities of this Alternative

- Requires land acquisition.
- Moves Airport activity closer to residential areas.
- Impacts current landowner's pivot irrigation system.

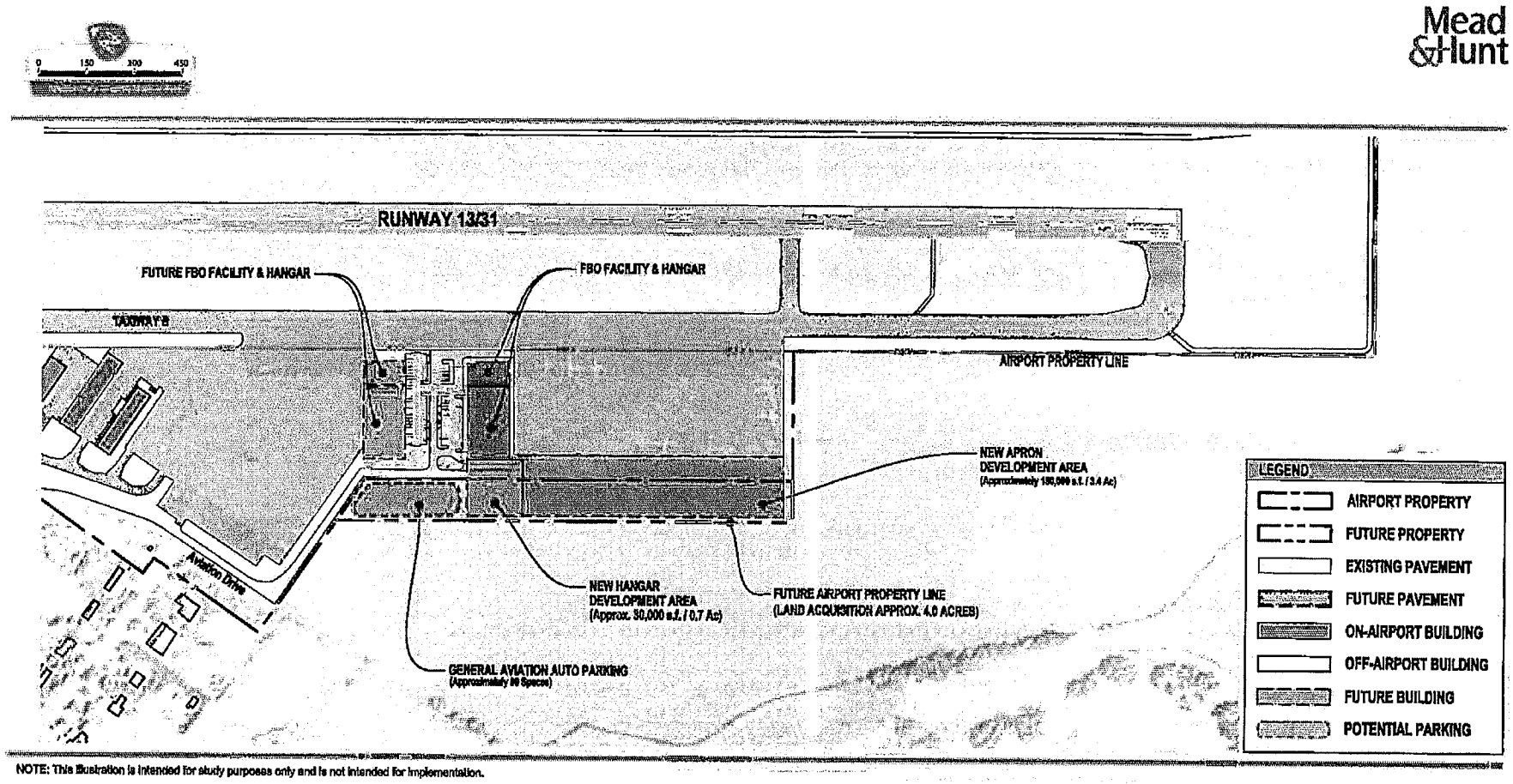
GA Facilities Alternative 2 – Recapture (South). Construct GA facilities sufficient to recapture those removed for the 2015 Runway Safety Area improvements and Commercial Apron Alternative 2. Similarly to Alternative 1, these facilities would include a 30,000 SF hangar development area, a new GA automobile parking area that could also be used for rental car storage/staging, and 150,000 SF of additional apron. The facilities would be located south of the existing south GA apron. Again, expanded FBO valet service could be coordinated in place of constructing additional automobile parking.

Positive Qualities of this Alternative

- Provides the opportunity to regain the facilities and space lost due to the RSA improvements.
- Limits the amount of land acquired by focusing only on replacement of removed facilities.
- Does not impact current landowner's pivot irrigation system.
- Extends GA facilities to the south without extending into the Runway 31 approach/departure area.

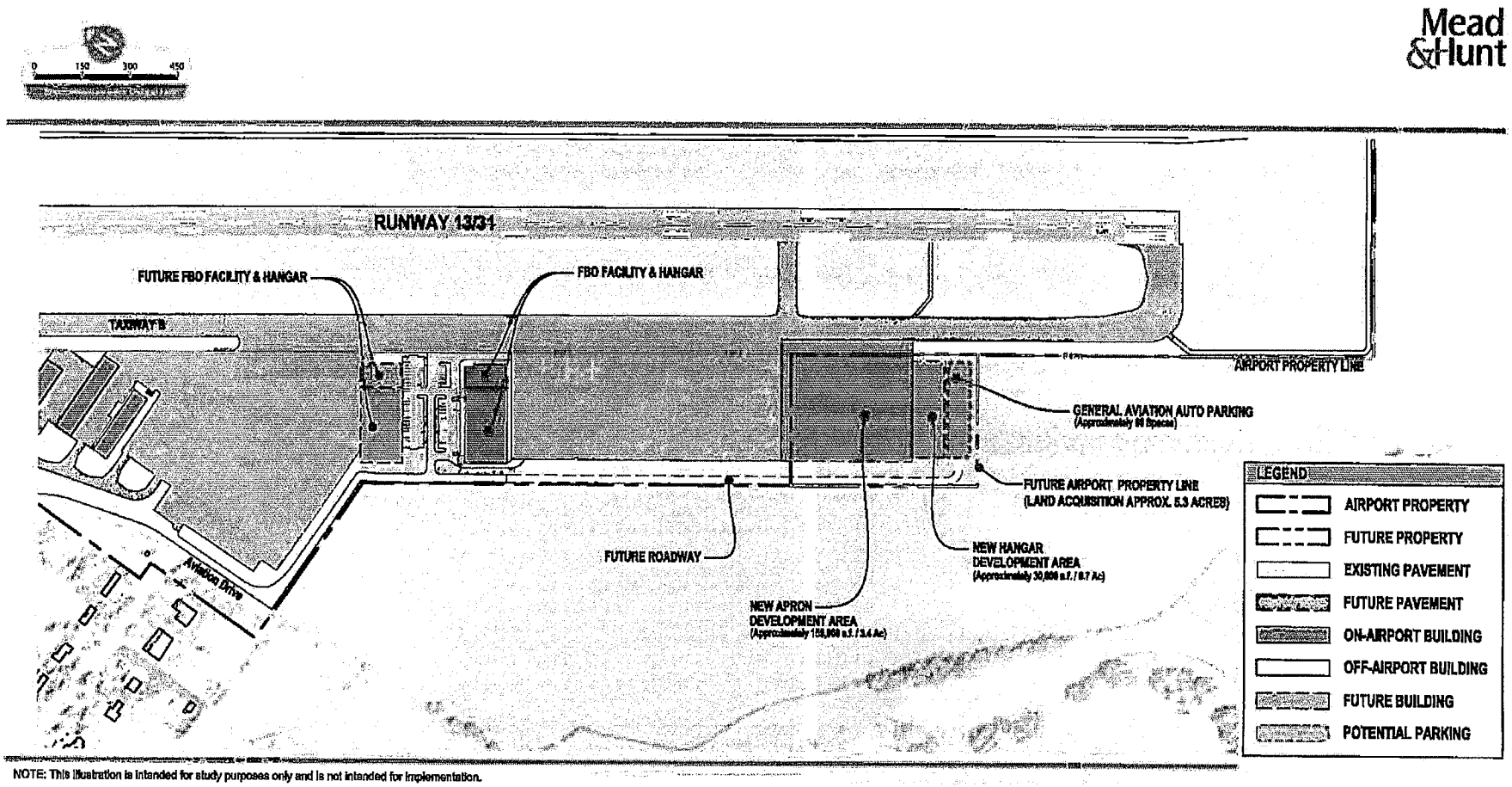
Negative Qualities of this Alternative

- Requires land acquisition.
- Development is located farther from GA facilities to the north than Alternative 1.



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D7 **General Aviation Alternative 1 - Recapture (West)**



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D8 **General Aviation Alternative 2 - Recapture (South)**

GA Facilities Alternative 3 – Forecast Demand. Construct GA facilities west of the FBO and GA aprons sufficient to meet 20-year forecast demand for GA apron and apron space. This alternative would add a total of 400,000 SF of apron space, along with a 100,000 SF hangar development area and GA automobile parking.

Positive Qualities of this Alternative

- Meets 20-year forecast demand for GA hangars and apron, which would significantly reduce congestion during peak events.
- Concentrates development close to the FBO building and other GA facilities.

Negative Qualities of this Alternative

- Requires land acquisition.
- Moves Airport activity closer to residential areas.
- Impacts current landowner's pivot irrigation system.

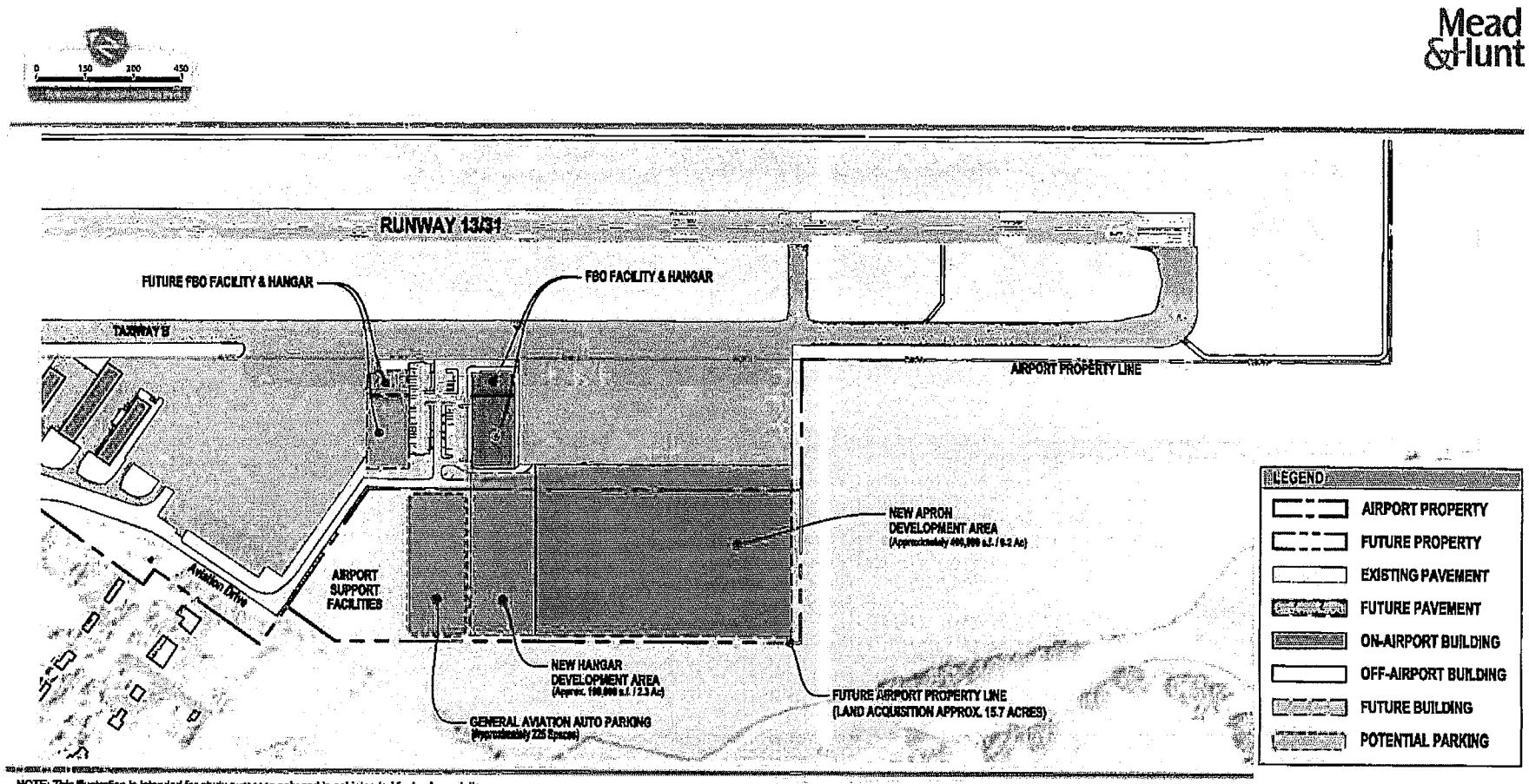
GA Facilities Alternative 4 – Maximum South Development. Construct GA facilities south of the existing south GA apron. The facilities would extend as far south as possible, without affecting the Runway 31 approach/departure area. Alternative 4 would provide 310,000 SF of additional apron space and a 60,000 SF hangar development area, which would more than replace facilities removed due to the RSA improvements, but would fall short of meeting 20-year forecast demand.

Positive Qualities of this Alternative

- Meets approximately 83% of 20-year forecast demand for GA apron, significantly reducing congestion during peak events.
- Meets approximately 65% of 20-year forecast demand for GA hangars.
- Does not impact current landowner's pivot irrigation system.

Negative Qualities of this Alternative

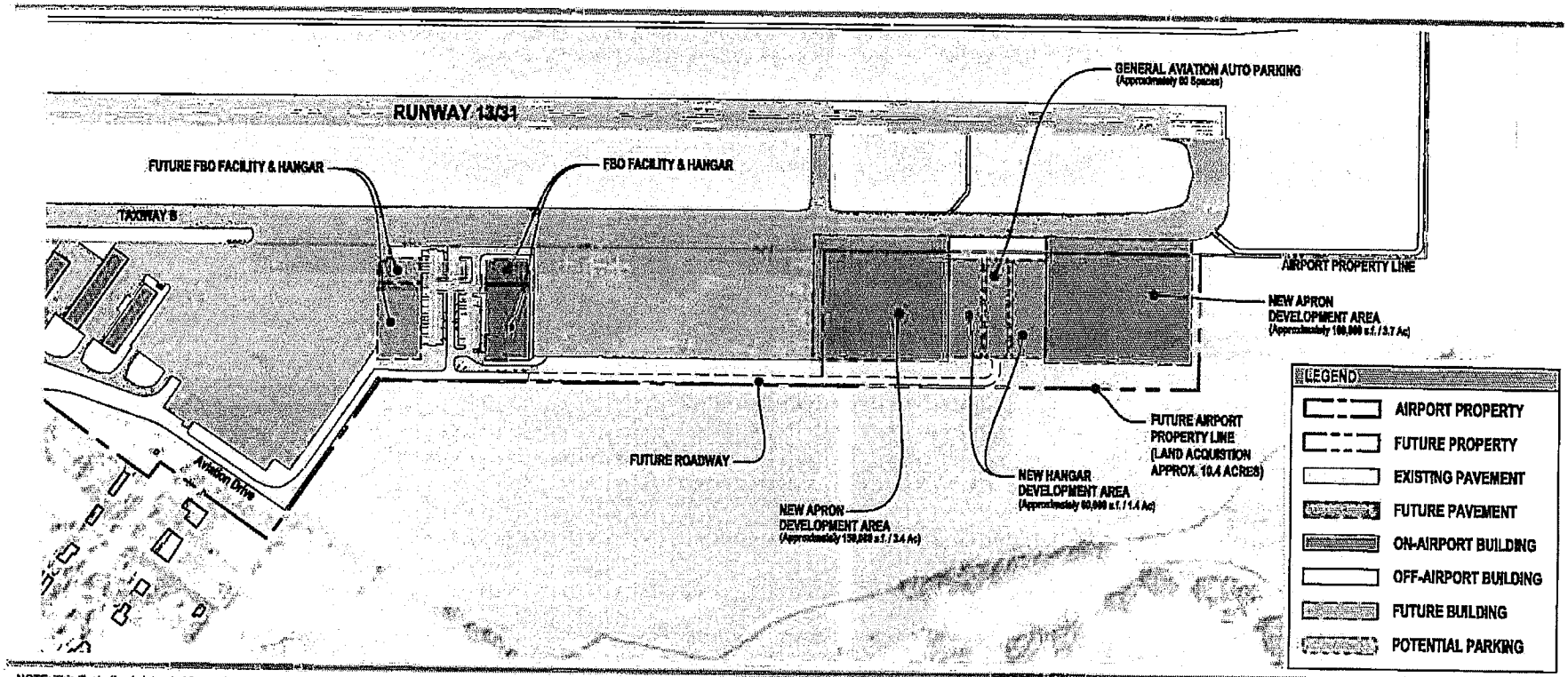
- Requires land acquisition.
- Development is located farther from GA facilities to the north than Alternative 3.



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

General Aviation Alternative 3 - Forecast Demand

Friedman Memorial Airport
Master Plan Update D.29



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D10 **General Aviation Alternative 4 - Maximum South Development**

4.4. General Aviation Alternatives: Conclusions

Table D4 summarizes the positive and negative qualities of the GA Facilities Alternatives.

Table D4 **GA ALTERNATIVES COMPARISON MATRIX**

Qualities	GA No Action Alternative	GA Alternative 1	GA Alternative 2	GA Alternative 3	GA Alternative 4
Recaptures facilities and space lost due to RSA improvements?	No	Yes	Yes	Yes	Yes
Meets 20-year forecast demand for GA hangars and apron?	No	No	No	Yes	No
Requires land acquisition?	No	Yes	Yes	Yes	Yes
Impacts current landowner's pivot irrigation system?	No	Yes	No	Yes	No
Distance from FBO building and other existing GA facilities	N/A	Closer	Farther	Closer	Farther
Distance from residential areas	No change	Closer	No change	Closer	No change

SOURCE: Mead & Hunt, Inc.

The following conclusions regarding future GA improvements were identified by the preceding analysis::

- Land acquisition will be required if additional GA hangars and/or aircraft parking area is to be accommodated.
- The primary consideration regarding provision of space for new GA facilities revolves around replacing hangars and aircraft parking that was lost as a result of the RSA improvements.
- Secondarily, it is also important to consider replacing hangars lost as a result of other Master Plan alternatives, such as the hangars displaced by the preferred commercial aircraft parking apron concept.
- Finally, the Airport should consider the potential for reserving space for additional GA facilities to allow the Airport to better accommodate forecast demand.

Based on the preceding analysis and input from the FMAA, GA Facilities Alternative 4, *Maximum South Development*, will be depicted on the 20-year Conceptual Development Plan at the end of this chapter. This alternative was selected because it is more compatible with neighboring land uses and has more desirable features from an operational standpoint, when compared to Alternatives 1 and 3. This concept could be implemented in phases to 1) replace capacity lost as a result of the RSA improvements, 2) replace capacity lost as a result of other Master Plan alternatives, and 3) accommodate increased demand.

5. Instrument Approach and Departure Procedures

Currently being developed under separate study, to be included in the final Master Plan

6. Compliance with FAA Standards

FAA protection and separation standards will be met through six FAA Modifications of Standards (MOSs) recently approved by FAA. The MOSs stipulated specific airfield improvements while imposing restrictions on aircraft types and operating procedures. The stipulations essentially limit use of the Airport to aircraft less than 95,000 pounds gross weight, and with wingspans less than 100 feet (unless an FAA-approved operational procedure is put into place to mitigate impacts related to wingspans greater than 100 feet). The MOSs are described in detail in Chapters A and C.

6.1. "No Action" Alternative

If one or more of the MOSs were invalidated and the Airport took no action, the Airport would be at risk of closing temporarily until the MOS(s) could be met. It is unlikely that the MOS(s) could be met in such an event, as they were approved because the Airport could not meet those standards within its boundary and surrounding physical constraints. The expected consequence of taking no action following invalidated MOSs would be that the runway would be unable to accommodate the current and potential future regional commercial service aircraft identified in the Chapter C. To remain open, use of the Airport could be restricted to much smaller aircraft whose design standards could be fully met within the current Airport boundary.

Positive Qualities of this Alternative

- The Airport could potentially remain operational long-term (albeit restricted to smaller aircraft) without funding large-scale and expensive construction projects necessary to meet standard(s).
- Avoids public controversy if major airport expansion was needed to meet standard(s).

Negative Qualities of this Alternative

- Risk of Airport closure or restriction of Airport to smaller aircraft.

6.2. Existing Site Footprint Alternatives

If one or more MOSs were invalidated, fully meeting design standards could require removal and/or relocation of a number of facilities, depending on the MOS in question. However, there is insufficient space within the boundary to relocate these facilities. The 2013 *Airport Alternatives Technical Analysis* concluded that many standards cannot be met within the existing site footprint without unacceptable consequences. For each MOS, it is stated below whether the standard could technically be met within the existing site boundary, even if it requires removal of other facilities.

- **MOS 1 – Runway Centerline to Parallel Taxiway Centerline.** To meet this standard, Taxiway B would need to be shifted an additional 80 feet to the west. This standard could not be met within the existing boundary and would require land acquisition as well as removal and/or relocation of hangars, the terminal building, the FBO, and aircraft parking.
- **MOS 2 – Parallel Taxiway Object Free Area (TOFA) Width.** To meet this standard, the TOFA would need to be 26 feet wider than allowed under the MOS. This standard could not be met within the existing boundary and would require land acquisition. Portions of facilities west of Taxiway B within the TOFA would need to be removed and/or relocated including automobile parking, aircraft parking, and hangars.
- **MOS 3 – Runway Object Free Area (ROFA) Width.** MOS 3 allows several structures to remain in the ROFA, including State Highway 75, perimeter fence, and off-Airport buildings. Meeting the standard would require removal and/or relocation of the objects allowed within the ROFA by the MOS. This standard could not be met within the existing boundary because land would need to be acquired in order to move the perimeter fence outside of the ROFA and acquire the off-Airport buildings/land in question.

- **MOS 4 – Runway Safety Area (RSA) Grading.** MOS 4 allows the existing RSA transverse grades of 0% to 1%, while the standard is 1.5% to 3%. RSA grading standards are designed to prevent water accumulation. According to the MOS, the existing RSA drains extremely well, with no accumulation of surface water. Re-grading of the RSA would not require removal of any airport buildings or facilities. However, it would require closure of the runway for an extended period of time. Meeting the RSA transverse grade requirement is estimated to cost $5,000,000.
- **MOS 5 – Runway Centerline to Aircraft Parking Area.** To meet this standard, existing aircraft parking areas would need to be shifted to the west by 100 feet. This standard could be met within the existing boundary, but would require removal of a significant amount of aircraft parking that would be within the separation area.
- **MOS 8 – Taxiway Width.** MOS 8 allows a parallel taxiway width of 50 feet plus 10 foot paved shoulders, while the standard width is 75 feet with taxiway edge safety margin of 15 feet. This standard could be met within the existing boundary, but may require shifting Taxiway B to the west to prevent aircraft wingtip penetration of the RSA. However, it would require removal and/or relocation of facilities affected by widening and/or shifting of the taxiway.

Table D5 summarizes which design standards could technically be met within the existing site footprint, in the event that one or more of the MOSs were invalidated.

Table D5 **EXISTING SITE FOOTPRINT MOS ALTERNATIVES COMPARISON MATRIX**

Modification of Standard	Could be Met Within Existing Boundary?
MOS 1	No
MOS 2	No
MOS 3	No
MOS 4	Yes
MOS 5	Yes
MOS 8	Yes

SOURCE: Mead & Hunt, Inc.

6.3. Existing Site Expansion Alternatives

It would be possible to fully meet design standards at the existing Airport site if land acquisition were considered. However, some standards would require removal of Airport buildings. It is important to note that shifting airside and landside facilities either to the east or west as part of meeting a single standard could affect the necessary steps for meeting other standards if other MOSs were also invalidated. The 2013 *Airport Alternatives Technical Analysis* documents community opposition to relocation of Highway 75 and any operational changes that would result in impacts to off-Airport land uses.

- **MOS 1 – Runway Centerline to Parallel Taxiway Centerline.** With site expansion, this standard could be met by shifting Taxiway B the required additional distance to the west. This would require shift to the west of facilities including hangars, the FBO, and aprons to construct the shifted taxiway and maintain proper separation. Land could be acquired on the west side of the Airport to relocate facilities displaced by the shift of Taxiway B.
- **MOS 2 – Parallel Taxiway Object Free Area (TOFA) Width.** Similar to MOS 1, alternatives for meeting the standard TOFA width using land acquisition would consist of shifting facilities to the west and making use of acquired land to accommodate displaced facilities.
- **MOS 3 – Runway Object Free Area (ROFA) Width.** Removal of the structures currently allowed in the ROFA by the MOS would be dependent upon land acquisition. Expansion of the boundary would allow

additional space to relocate the perimeter fence and to acquire the off airport buildings/land within the ROFA.

- **MOS 4 – Runway Safety Area (RSA) Grading.** Re-grading of the existing RSA could be accomplished within the existing boundary and would not require land acquisition.
- **MOS 5 – Runway Centerline to Aircraft Parking Area.** Meeting this standard could technically be accomplished within the existing boundary. However, it would not be ideal due to the need to remove aircraft parking. Acquiring land would provide space to relocate the lost facilities.
- **MOS 8 – Taxiway Width.** This standard could be met within the existing boundary, but may require shifting Taxiway B to the west to prevent aircraft wingtip penetration of the RSA. Alternatively, a taxiway that meets standards could be constructed on the east side, which could require land acquisition.

6.4. FAA Standard Compliance Alternatives: Conclusions

By definition, if any of the existing MOS could be easily resolved at the existing Airport site, no "modification" would have been necessary or granted by the FAA. Therefore, the loss of approval for continued use of a "modification" will have significant financial, operational, and/or physical Airport footprint impacts.

7. Alternatives Summary

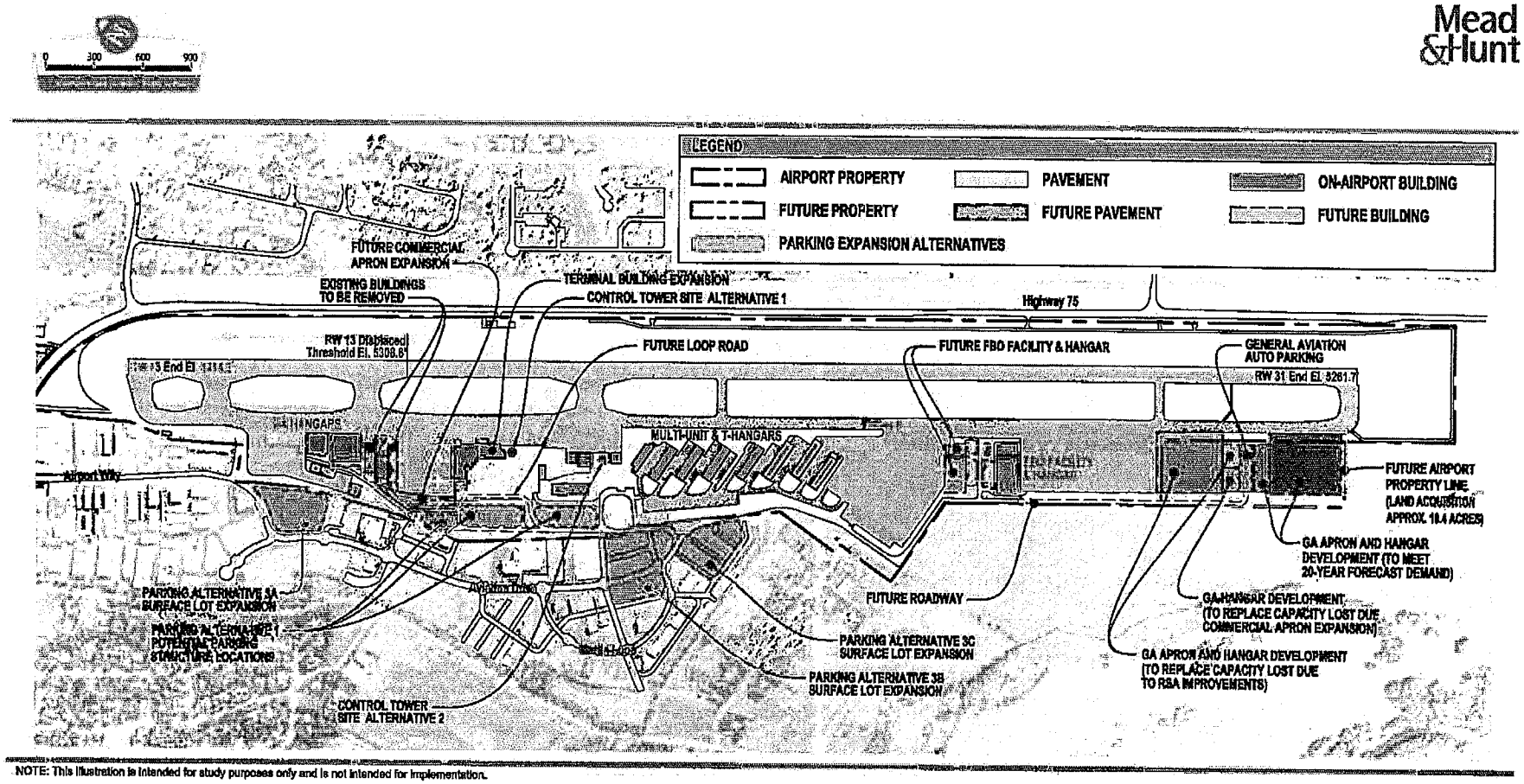
As at many land-challenged airports like SUN, there are likely to be tradeoffs regarding on-Airport land use and decisions about potential land acquisition. Previous FMAA planning and engineering decisions have guided the preparation of this chapter. Thus, no significant runway improvement projects have been analyzed, nor have significant land acquisition alternatives have been introduced for projects that might be deemed conveniences and not necessities. This analysis recognizes that ~~the existing Airport boundary is essentially set and that~~ expansion will only be considered for facilities that are deemed necessary ~~to allow the Airport to operate efficiently~~by the FMAA.

As demands from commercial passenger service and general aviation operators increase, Friedman Memorial Airport is expected to cease functioning efficiently at some point in the future. This will likely be the result of a combination of factors and not just one factor that triggers the need to relocate the Wood River Valley's primary aviation facility to a new site. The next chapter of this "dual path" Master Plan focuses on a re-evaluation of potential replacement airport sites.

8. Recommended Alternatives and Conceptual Development Plan

The 20-year Conceptual Development Plan presented in **Figure D11** depicts those alternatives deemed most feasible and acceptable to the FMAA for meeting future facility needs, as described in this chapter. Financial and phasing considerations for these concepts will be evaluated in a subsequent chapter of this Master Plan.

~~**TBD following Airport Staff and FMAA Board input**~~



NOTE: This illustration is intended for study purposes only and is not intended for implementation.

FIGURE D11 **Conceptual Development Plan**

1. Introduction

In accordance with the Master Plan's "dual path" approach, the purpose of this chapter is to document and re-evaluate (as needed) sites that have been previously identified as potential replacement sites for the Friedman Memorial Airport (SUN) once the Airport outgrows its current footprint. To this end, this chapter first summarizes the 2006 Feasibility Study and then the 2008 Environmental Impact Statement (EIS) Phase I Planning Study. Based on the 2008 EIS Phase I Planning Study, three sites (4, 10a, and 12) were identified to be carried forward into the EIS process for further evaluation. All replacement airport sites identified by these two studies are included and summarized herein to ensure nothing is inadvertently overlooked in the future. Please note that the scope of work for this effort does not include the identification of additional replacement airport sites.

The majority of the evaluation criteria identified by previous planning efforts were reviewed and determined to still be sufficient to evaluate the alternatives. Four of the more "technical" screening criteria are re-visited/updated by this chapter in an effort to ensure current industry/local conditions and planning/design standards are reflected in any future alternatives evaluation. These four screening criteria are:

- Ability to Meet Updated Airport Facility Requirements (as presented in this Master Plan)
- Ability to Prove Sponsorship/Location within Blaine County
- Expansion Opportunity
- Ability to Meet CAT I Approach Capabilities

Two of these four screening criteria (sponsorship and CAT I Approach capabilities) are updated herein to document the additional work done by the Sponsor and FAA subsequent to the completion of the 2008 EIS Phase I Planning Study. The ability to meet updated airport facility requirements and the continued ability to provide for expansion opportunities were also updated and validated to ensure all the alternatives continue to meet ongoing planning efforts and current conditions. This process resulted in the survival of only two sites (10a and 12) as opposed to the three sites identified by the 2008 EIS Phase I Planning Study. Site 4 was eliminated due to the inability to provide for a Category I Approach and Missed Approach (200-foot ceiling and ½-mile visibility), which was based on an additional analysis conducted by the FAA subsequent to the completion of the 2008 EIS Phase I Planning Study.

The final section of this chapter presents a potential alternative outcome based on a set of "other considerations/possibilities," including (1) the likely inability to successfully develop a replacement airport on Bureau of Land Management (BLM) property, (2) the possibility of proceeding with a site that is only able to provide for a Category I Approach and Missed Approach (with a higher than 200-foot ceiling and ½-mile visibility), and (3) the potential to make Site 17 a viable site. Based on this optional evaluation scenario, Site 12 is the most viable site, followed by Site 17 (if it can be adjusted to achieve a "full" Category I Approach), Site 4 (if higher Category I Approach ceilings/minimums are acceptable to the FAA), and then Site 5 (if only one CAT I Approach is acceptable and it has high ceiling/minimums).

Key Terms

Definitions for several key terms used throughout this chapter are provided below. A Glossary will accompany the finalized Master Plan and will provide definitions for technical terminology and acronyms used in the document.

Bureau of Land Management (BLM) – Consists of an agency within the United States Department of the Interior that administers more than 247.3 million acres of public lands in the United States, which constitutes one-eighth of the landmass of the country.

Category I Approach Instrument Landing System (CAT I ILS) – Precision instrument approach and landing with a typical decision height no lower than 200 **feet and with a visibility of no less than ½ mile.**[1]

Category C Aircraft Operations – Refers to Aircraft Approach Category (AAC) C operations, which is a grouping of aircraft based on a reference landing speed of 121 to 141 knots, if specified, or 1.3 times the stall speed a the maximum certificated landing weight.

Category D Aircraft Operations – Refers to Aircraft Approach Category (AAC) D operations, which is a grouping of aircraft based on a reference landing speed of 141 to 166 knots, if specified, or 1.3 times the stall speed a the maximum certificated landing weight.

Environmental Impact Statement (EIS) – An EIS is a document that provides a discussion of the significant environmental impacts which would occur as a result of a proposed project, and informs decision-makers and the public of the reasonable alternatives which would avoid or minimize adverse impacts. Public participation and consultation with other Federal, state, and local agencies is a cornerstone of the EIS process.

Fixed Base Operator (FBO) – A business located on the Airport that provides services such as hangar space, fuel, flight training, repair, and maintenance to airport users.

General Aviation (GA) – Generally, those United States-registered civil aircraft, which operate for private and noncommercial purposes and whose operations are not governed by Parts 119, 121, 125, or 135 of the *Federal Aviation Regulations*. General aviation aircraft range from small single-engine propeller aircraft to large turbojet private aircraft.

Instrument Landing System (ILS) – An electronic system installed at some airports, which helps guide pilots to runways for landing during periods of limited visibility or adverse weather.

[1] Other ILS CAT approaches such as CAT II and III are also described in Section 1.1.2.3, *Identification of Facility Requirements*. CAT I analysis was primarily used in this write-up.

National Environmental Policy Act of 1969 (NEPA) – The original legislation establishing the environmental review process for proposed Federal actions.

NAVAIDs (Navigational Aids) – Any facility used by an aircraft for navigation.

United States Geological Survey (USGS) – is a scientific agency of the United States government. The scientists of the USGS study the landscape of the United States, its natural resources, and the natural hazards that threaten it.

1.1 History of Replacement Airport Site Analyses

Over the years, SUN has undertaken significant steps to maintain a safe and efficient aviation facility. However, the significant limitations at the current airport site are clear, and their impact has been fully studied and documented in numerous analyses conducted over many years (starting in 1976). The findings of these analyses make it clear that the long-term viability of the existing airport site is questionable; therefore, the next step is always to identify future possible replacement sites, for such time it is deemed necessary to relocate the Airport. Replacement airport sites were first studied in the 1983 Airport Master Plan, and then more recently looked at by the 2004 Master Plan Update, 2006 Feasibility Study, and the Environmental Impact Study (EIS) Phase I Plan of Study (2008).

The following two Studies contain the most recent documentation of potential replacement sites for SUN and are summarized below:

- Feasibility Study (2006)
- EIS Phase I Plan of Study (2008)

1.1.1 Review/Summary of Feasibility Study (2006)

The 2004 FMA Master Plan Update was initiated to identify and evaluate potential options to address the ARC C-III compliance issues resulting from the increase in unscheduled Category (CAT) C and D operations, as well as scheduled airline service using CAT C aircraft. A series of alternatives were developed to address safety standards for existing operations and necessary facility improvements to accommodate forecast demand. While some of the improvements were possible within the existing property boundary, most of the options required significant expansion at the existing site.

Recognizing the impracticality of addressing safety standards and needed facility improvements at the existing site, the Friedman Memorial Airport Authority (FMAA) initiated the 2006 Feasibility Study to identify a suitable site for a replacement airport that would address safety standards and facility requirements for existing and future demand levels. The 2006 Feasibility Study identified a study area boundary, the required size of a replacement airport, a description of possible sites, as well as, the screening and evaluation of alternatives and financial feasibility analysis. The criteria used for selecting other viable sites for the alternate airport included geographic proximity to the current airport, Instrument Landing System (ILS) service capability in all weather conditions, ability to meet FAA safety and

design standards, and the ability to accommodate current and future aircraft operations.

Study Area Boundary

The study area for the 2006 Feasibility Study was initially defined to include the area that was within a 60-minute drive time of the Airport users. The basis for the 60-minute drive time limit was identified as a generally accepted industry standard for travel time to an airport.

The center of activity in the Wood River Region had historically been the Sun Valley Resort. Therefore, the initial 60-minute drive time identified for the 2006 Feasibility Study was based upon the assumption that the majority of the Airport users were located in Sun Valley. However, while the resort and the communities of Sun Valley and Ketchum continue to have a significant impact on the Blaine County economy, development to the south in cities such as Hailey, Bellevue, and Carey represent a shift in growth patterns from historic norms.

As a result, the 2006 Feasibility Study recognized the fact that the siting of the replacement airport must consider: (1) the impact of the potential demand associated with new development in the southern portion of Blaine County, as well as (2) the long established demand driven by Sun Valley. Therefore, the sites considered in the screening were all within a 60-minute drive time of Hailey and Sun Valley.

Replacement Airport Size/Desired Footprint

The 2006 Feasibility Study utilized a template based on approximately 600 acres, configured to encompass the following:

- One 8,500-foot primary runway
- One full-length parallel taxiway with connecting taxiways
- Associated safety areas, protection zones, and clearance setbacks as required for ARC C-III airport design standards
- Aircraft parking aprons with access taxiways
- Areas for terminal facilities, ARFF equipment and storage, maintenance equipment storage, and additional support facilities
- Areas for GA uses including an FBO and/or private hangars

The template was placed over top the United States Geological Survey (USGS) maps and oriented to minimize topography impacts, while considering observed and prevailing winds. At the end of the process, 16 candidate sites were identified for inclusion in the site selection analysis.

Overview of Sites Identified in Site Selection Study

As mentioned above, candidate sites were selected by placing a 600-acre template on USGS mapping to evaluate the sites ability to accommodate the proposed facilities. The following is a brief location description of each of the 16 sites.

- Site 1 – Flying Hat Ranch located between the cities of Hailey and Bellevue along Idaho State Highway 75
- Site 2 – Diamond Dragon Ranch located northwest of the intersection of U.S. 20 and State Highway 75, and south of the Baseline Road alignment
- Site 3 – Located adjacent to Pero Road in the northern portion of the area created by State Highway 75 on the west, U.S. 20 on the south, and Gannett Picabo Road/State Route 23 on the east, known locally as The Triangle
- Site 4 – Also located in The Triangle, Site 4 is situated north of the U.S. 20 alignment between Schoessler Lane and Price Lane
- Site 5 – Also located in The Triangle, Site 5 is in the southeast corner, north of the U.S. 20 Alignment near the intersection of U.S. 20 and Pumpkin Center Road
- Site 6 – Located to the south of U.S. 20 between Picabo Desert Road and Cutoff Road
- Site 7 – Queens Crown, located north of the U.S. 26/93 alignment near the intersection with Cutoff Road
- Site 8 – Mid Lava, located along the border of Blaine and Lincoln counties, between State Highway 75 and U.S. 26/93
- Site 9 – Located along the northern border of Lincoln County east of State Highway 75
- Site 10 – Sonners Flat is also located in the southern portion of Blaine County, east of State Highway 75 and north-northeast of Wedge Butte
- Site 11 – Magic Reservoir, located south of the U.S. 20 alignment, west of Magic Reservoir in the area where Cottonwoods Road and Macon Flat Road intersect
- Site 12 – Located along the border of Blaine and Camas counties, north of the U.S. 20 Alignment and east of County Line Road
- Site 13 – Located in Camas County, Site 13 is north of the U.S. 20 Alignment, in the area of Princess Mine Road
- Site 14 – Also located in Camas County, Site 14 is located south of the U.S. 20 Alignment and East of SR 46; in the area of Bahr Ranch Road
- Site 15 – Located on the north side of U.S. 20; in the area of Rands Road

- Site 16 – Located north of U.S. 20 off Camp Creek Road near the historic mining town of Doniphan

The 16 potential sites identified by the study are illustrated on **Exhibit 1.1-1**.[2]

Review of Site Selection Criteria used in the Study

The 16 potential sites identified by the 2006 Feasibility Study were analyzed using two levels of screening criteria and ranked according to compliance with the suggested evaluation criteria. Initial screening was based on six criteria, which consisted of land area, clear airspace, department of transportation 4(f) lands, wetlands, special status species, and land use compatibility. The Study's Advisory Committee scored each of the 16 specific sites based on these six specific criteria. Three sites were carried forward from the initial screening and were referred to as preferred sites 9, 10, and 13.

The three preferred sites selected, were then ranked based on a secondary set of criteria grouped into three separate categories. The criteria included:

PHYSICAL SUITABILITY OF THE SITE

- Availability of adequate, suitable land area
- Terrain and topographic compatibility
- Weather-related constraints
- Proximity to ground transportation systems
- Physical site conditions

ENVIROMENTAL SUITABILITY OF THE SITE

- Wetlands
- Water Resources
- Land Use
- Biotic Communities
- Cultural Resources

SOCIAL AND ECONOMIC SUITABILITY OF THE SITE

- Population Trends
- Geographic Proximity
- Land Use Compatibility
- Direct Impacts to Human Environments

[2] Sites 10a and 17 were not brought forth as alternative sites until the EIS Phase 1 Plan of Study (2008). These sites will be discussed and evaluated in more detail later in the chapter.

- Viability of Site Acquisition
- Facility Costs
- Air Service
- Regional Growth and Development Patterns
- Compatibility with Regional and Local Planning Initiatives
- Jurisdictional Responsibilities

The final three sites were evaluated based on the above secondary criteria, and each was given a score from 1-5 (5 being the best). The highest scoring site was Site 9, followed closely by Site 13. Site 10, based on the scoring of alternative sites ranked the least desirable.

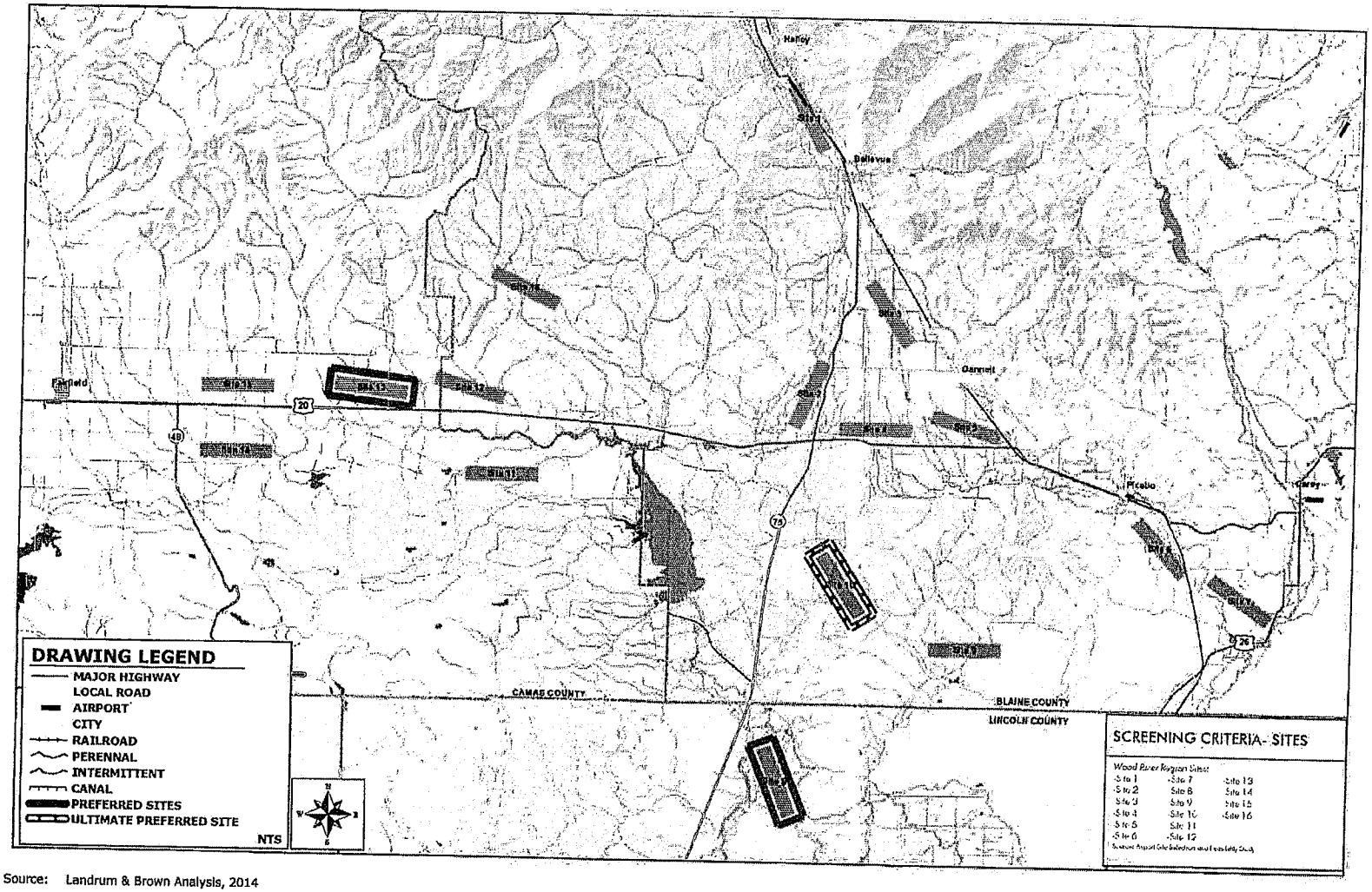
Utilizing input from the Advisory Committee and public, the FMAA decided not to pursue expansion at the present Airport site and put additional expansion on hold. The Advisory Committee also determined unanimously that site 9 was the best to present to the FMAA. After the FMAA reviewed the three finalists, they voted on two resolutions. The first was to remove Site 13 from the list of finalists. The second vote was to select the area on, or around, Site 10 as the preferred area for the development of the FMRA (Friedman Memorial Replacement Airport). Site 10 was selected over Site 9 based upon the following key factors:

- Geographic proximity
- Proximity to State Highway 75
- Political Jurisdiction
- Implementation

The Board of County Commissioners viewed Site 10 as being representative of a larger geographic area ranging from the Timmerman Hills, south along State Highway 75, to the Blaine County line. The 2006 Feasibility Study points out that while it appeared that the FMAA selected a site possessing lesser feasibility than others, the selection of Site 10 actually included recognition of additional community and political factors, which would theoretically allow for the successful relocation of the existing Airport.

The site selected as most suitable by the Friedman Memorial Airport Authority (FMAA) Board was Site 10, which is located in southern Blaine County, just north of Wedge Butte, east of State Highway 75, and west of the Picabo Hills. After site 10 was chosen as most suitable, a financial feasibility analysis was conducted, which consisted of costs for building a new airport, and projected revenues and expenses expected from its operations.

Exhibit 1.1-1
FEASIBILITY STUDY (2006) – ALTERNATIVE SITES



Source: Landrum & Brown Analysis, 2014

The 2006 Feasibility Study served as a catalyst for the FAA to embark on an EIS for a Replacement Airport for Friedman Memorial Airport. The 16 potential sites, identified by the 2006 Feasibility Study, were taken into account and further developed as part of the 2008 EIS Phase I Plan of Study. Seven of the 16 sites were carried forward into the 2008 EIS Phase I Plan of Study with minimal or no change to their configuration or previously identified location. The remaining 9 sites (of the 16) were also carried forward into the 2008 EIS Phase I Plan of Study, however all 9 of these sites either had their location adjusted, were reconfigured to accommodate a crosswind runway[3], or both (to improve site viability).

Of the seven sites carried forward into the EIS Phase I Plan of Study (2008) with minimal or no change to their configuration or previously identified location, one was the existing SUN site. The remaining six sites (of the seven) included:

- Site 3: North Central Triangle
- Site 4: U.S. 20/Southwest Triangle
- Site 5: U.S. 20/Southeast Triangle
- Site 13: U.S. 20/East Camas County
- Site 14: State Route 46 South of U.S. 20
- Site 15: State Route 46 & U.S. 20

The remaining nine sites carried forward into the EIS Phase I Plan Study (2008) (that either had their location adjusted, were reconfigured to accommodate a crosswind runway, or both), included:

- Site 2: Diamond Dragon Ranch Vicinity
- Site 6: Southeast of Picabo/U.S. 20
- Site 7: U.S. 26/93, South of Carey
- Site 8: Mid-Lava
- Site 9: State Highway 75/North Lincoln County
- Site 10: Sonners Flat
- Site 11: Camas Prairie
- Site 12: U.S. 20/West Blaine County
- Site 16: Camp Creek Road

[3] It is not always possible to achieve the design objective to orient primary runways to provide the 95 percent crosswind component coverage recommended in AC 150/5300-13, Airport Design. In cases where this cannot be done, the FAA recommends a crosswind runway be provided. Therefore, in cases (i.e. alternative sites) where adequate wind coverage could not be met with one runway, a crosswind runway was provided.

1.1.2 Review/Summary of EIS Phase I Plan of Study (2008)

Following the 2006 Feasibility Study, an EIS Phase I Plan of Study was completed and served as a planning tool for preparation of the upcoming EIS. The EIS Phase I Plan of Study included documentation of reviews and associated findings related to the following:

- Determination of the guiding parameters for pre-planning analyses, including study area identification, facility requirements for new airport sites, identification of 2006 Feasibility Study sites carried forward and possible additional sites and any refinements required of the sites being carried forward.
- Evaluation of all identified sites; the evaluation of alternative replacement sites for the Friedman Memorial Replacement Airport (FMRA) focused on the assessment of each identified site from an aviation related perspective, leaving the analysis of environmental issues to be assessed in FAA's Draft EIS (2011), which was ultimately terminated by the FAA.

Guiding Parameters of Analysis for EIS Phase I Plan of Study

Prior to identifying and analyzing possible replacement airport sites, a set of guiding parameters (e.g. assumptions) were established to help direct the pre-planning efforts and identification of alternatives to be carried forward into the EIS. These guiding parameters are presented below:

- Be compliant with FAA design and safety standards commensurate with current use (currently C-III) and future aviation demands for the region,
- Provide reliable and safe access to all users in adverse weather via a minimum of a 200-foot ceiling and one-half mile visibility CAT I ILS,
- Provide for appropriate approach and departure protection and capability,
- Provide for the continuation of air carrier service and other aviation operations for the region,
- Provide adequate land area to accommodate future demands and provide the flexibility to meet the needs of the volatile aviation industry,
- Provide access to communities in the Wood River Region,
- Minimize impact to the environment, and
- Assume existing SUN will close; the existing and replacement airport will not be operational at the same time.

Identification of the Initial Project Study Area

The study area for the 2008 EIS Phase I Plan of Study covers a broad area and was identified so that potential impacts resulting from the potential development of any alternative could be adequately assessed in subsequent analyses. The Initial Project Study Area, shown in **Exhibit 1.1-2,** covered approximately 1,960 square miles in South Central Idaho. The study area boundary is roughly defined by squaring off an area bounded by the following towns and roads:

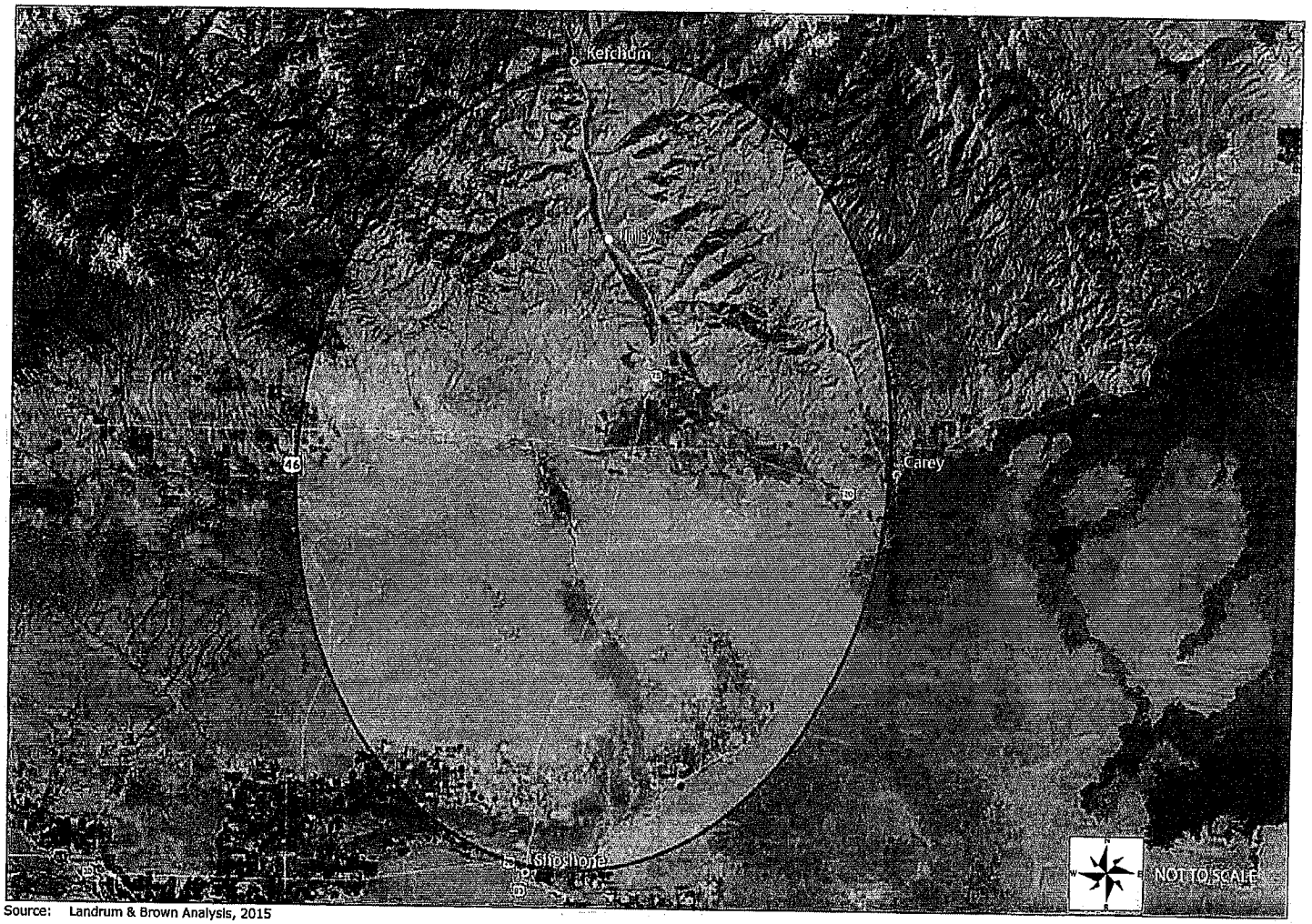
- Highway 46 to the West;
- The town of Ketchum, Idaho to the North;
- The town of Carey, Idaho to the East; and
- The town of Shoshone, Idaho to the South.

The primary criterion for determining the size of the initial area of investigation was to include the existing SUN site; areas affected by approach and departure routes to and from the existing airport; those portions of Blaine, Camas, and Lincoln counties, where potential airport sites were previously reviewed (as part of the 2006 Feasibility Study); and finally, areas where additional potential alternative sites might be identified.

Identification of Facility Requirements

Facility/airside layouts and boundaries for the alternate airport site were selected based on a combination of SUN's current allocation of space, existing facility dimensions, and land use at existing airports of comparable size and market potential, and calculations and analyses derived from future air traffic forecasts for the region. Common templates, or size of areas, were identified for the site area, runway length, terminal area, FBO area, GA area, approach and navigational aids, and ground access routes. The following text explores the individual aspects of the Airport's facilities, as well as how each area's requirements were reached.

Exhibit 1.1-2
INITIAL SITE AREA



Source: Landrum & Brown Analysis, 2015

RUNWAY LENGTH

Based on the Runway Length Analysis presented in the 2008 EIS Phase I Plan of Study, an 8,500-foot primary runway length was required to meet the needs of the majority of the forecasted aircraft fleet mix (at that time). This included the Airport's existing and future critical/design aircraft, the De Havilland Dash 8-Q400 (existing conditions) and Airbus 319/320 (in the future).

The purpose of the 2008 EIS Phase I Plan of Study runway length analysis was to determine an adequate length for the replacement airport's primary and crosswind runways. Runway length requirements were identified for several aircraft groups (narrow body air carriers, turbo props, and regional jets) forecasted to operate at the airport through 2021. Examples of aircraft that were expected to provide air service in the future included the B737, A319, A320, CRJ, ERJ, and Dash 8 Q400.

The runway length requirements were calculated using charts published in the aircraft manufacturers' aircraft performance manuals. Requirements were calculated by taking into consideration the airport elevation above mean sea level (MSL), hot day temperature, and the performance characteristics and operating weight of aircraft forecasted to be serving the airport. The operating weight of an aircraft is dependent on the amount of fuel needed to reach the destination, the amount of payload (passengers, baggage, and cargo) and operating empty weight (OEW). Both the amount of fuel required to complete the flight, and the payload are variable quantities that can fluctuate depending on destination and season, among other factors.

Airport elevation was consistently listed as 5,500 feet above MSL for all runway length calculations due to the current airport elevation. However, this elevation is generally conservative, since most of the alternate sites were placed in a location approximately 500 feet below this height. The average temperature on a hot day (81° F.) is a measure of the typical warmest temperature average during the year. A hot day reference temperature is the safest option to choose when determining runway length since it accounts for days when longer than usual take off distances would be necessary.

Four destinations of varying stage lengths were picked as potential markets for the future airport based on the airlines that serviced Friedman Memorial Airport, and airlines expressing interest in providing future air service (according to airline surveys conducted by Landrum & Brown) at the time. These destination airports serve as hubs for major airlines and include Los Angeles International Airport, Denver International Airport, Minneapolis-St. Paul International Airport, and Chicago O'Hare International Airport. The range flown between the new airport and these locations obviously varies in distance, with Denver being the closest airport (484 nm) and O'Hare being the farthest (1,165 nm). The maximum ranges of each aircraft expected to provide air service greatly exceed the stage lengths between the four destinations mentioned above. Consequently, the fuel necessary to travel these distances would be less than the maximum fuel capacity each aircraft can hold, allowing the fuel takeoff weight to be reduced, which is part of the total takeoff weight of the aircraft. This in turn reduces the length of runway required

for takeoff. Commercial air service providers typically attempt to use the least amount of fuel necessary to operate a flight to maintain efficiency, but enough to allow a safe and complete flight. These weight reductions allow for an overall decrease in the runway takeoff length requirements.

Payload weight accounts for a significant portion of the total takeoff weight since it takes into consideration passengers, baggage, and cargo the aircraft carries. For this runway length analysis, 225-pounds per passenger weight was assumed when calculating passenger load into the analysis. Aircraft hauling cargo, in addition to their usual load, was assumed unlikely based on existing forecasts and practices at the time.

If full payload and fuel weight were used for the SUN runway length calculations for all the proposed aircraft, then runway takeoff lengths required for a number of the aircraft types would be above typical runway lengths at comparable airports. Therefore, several payload and fuel weight scenarios were considered in the runway length analysis revealing a consistent runway length of 8,500 feet average for the primary runway for the new airport.

The runway length analysis for a crosswind runway resulted in a length of 6,800 feet. According to FAA recommendations, "100% of the recommended runway length determined for the lower crosswind capable airplane using the primary runway" should be used as a standard for determining the crosswind runway length. In reference to the FAA Advisory Circular 150/5325-4B *Runway Length Requirements for Airport Design,* the Dash 8 Q400 represents the "lower crosswind capable airplane" in this analysis, and requires 6,800 feet for runway takeoff length at maximum takeoff weight. The crosswind runway may also potentially serve as the premier runway for general aircraft operations. If this function occurs frequently, then the runway length may be constructed at a lesser length than indicated in the analysis since the crosswind would be maintained ultimately for the purpose of general aircraft operations rather than commercial aircraft operations.

The takeoff runway length recommendation for a primary runway at the Friedman Memorial Replacement Airport primarily based on projected aircraft use, average hot day temperatures, and average airfield elevations is 8,500 feet long, and the suggested crosswind runway length is 6,800 feet long.

SITE ACREAGE

As previously mentioned, the 2006 Feasibility Study focused on the identification and selection of sites having a minimum of 600 acres of land. The conceptual layout of the replacement airport that was used to identify potential sites and required acreage only encompassed land area for a single 8,500-foot long runway. Along with the runway, it also included the land associated with the RPZ off each runway end and additional acreage off the sides of the runway to provide space for aviation-related development.

Subsequent to the 2008 EIS Phase I Plan of Study site evaluation process, the need to consider providing a crosswind runway at several of the sites reviewed in the 2006 Feasibility Study (including the sponsor's proposed site) was identified. This need could not be accommodated within the general parameters of the property envelope that was identified in the 2006 Feasibility Study, and therefore resulted in the need to review and redefine what the property envelope for the replacement airport site would be.

It should be noted that a single acreage value for application to all sites was not considered realistic. Rather, each site was reviewed, taking into consideration area required for major airport facilities, and incorporating area to ensure long-range accommodation of demand. Also, to the extent possible, the property boundary was identified using existing property limits, physical features, and roadways, attempting to avoid the creation of irregular property remnants. The property area definition was based on breaking the Airport up into major components and defining the area that would be required for each component. These major components consisted of the airfield and associated safety areas, protection zones, and object free areas, the terminal area, and supporting uses typically accommodated within the terminal, and GA and FBO area. The basis for defining these required areas are presented in the following sections.

TERMINAL AREA ENVELOPE

Aside from the airfield, a central element of the proposed future airport was the passenger terminal complex, and the various uses and facilities that support the day-to-day operation and function of the terminal.

In defining the acreage requirements that should be reserved for terminal area facilities and operations, it is necessary to consider not only the needs on the day of facility commissioning, but also, to understand that the new airport will serve the needs of the Wood River Region for decades to come. This foresight ensures additional acreage procurement for accommodating the incremental expansion of facilities over the life of the facility.

To develop the terminal area envelope estimate, a benchmarking process involving an array of comparable airport terminal areas was employed. A series of commercial service airports were identified having enplaned passenger levels ranging from approximately 80,000 annually to at least one airport with approximately 570,000 annually enplaned passengers. The majority of airports considered had passenger levels between 100,000 to 250,000 annually. In evaluating the Airports for inclusion in the benchmarking process, consideration was given to obtaining a sampling of airports located in the western U.S., along with facilities serving resort destinations, as is the case with SUN.

For purposes of defining the terminal area, the following features were incorporated: the area occupied by the commercial passenger building, the terminal aircraft parking ramp, terminal circulation roadways, public parking areas, rental car ready return parking areas, and rental car service areas, to the extent that they were in proximity to the terminal.

Based on these considerations, the following airports were identified and their respective terminal area acreages were calculated for the purposes of the benchmarking process (see **Table 1.1-1**). As depicted in the table, terminal area acreage results from benchmarking comparable airports revealed an average of approximately 30 acres. Therefore, a relatively conservative land mass of 50 acres was applied as the terminal area template size for all proposed airport site locations.

Table 1.1-1
TERMINAL AREA ENVELOPE - BENCHMARK ANALYSIS

AIRPORT/COMMUNITY	ENPLANED PASSENGERS	TERMINAL AREA ACREAGE
Northwest Arkansas Regional Airport – Bentonville, AR (XNA)	567,341	59.43
Billings Logan Int'l Airport – Billings, MT (BIL)	403,645	39.71
Gallatin Field – Bozeman, MT (BZN)	318,115	27.75
Asheville Regional Airport – Asheville, NC (AVL)	289,550	42.12
Missoula International Airport – Missoula, MT (MSO)	276,170	35.29
Jackson Hole Airport – Jackson, WY (JAC)	274,031	21.76
Rapid City Regional Airport - Rapid City, SD (RAP)	226,323	36.20
Eagle County Regional Airport – Vail/Eagle Co. (EGE)	217,039	30.10
Roberts Field – Redmond, OR (RDM)	205,930	47.54
Aspen-Pitkin County – Aspen, CO (ASE)	201,642	8.0
Monterey Peninsula Airport – Monterey, CA (MRY)	200,091	15.49
Glacier Park Int'l Airport – Kalispell, MT (GPI)	175,157	27.56
Grand Junction Regional – Grand Junction, CO (GJT)	159,509	24.74
Bellingham Int'l Airport – Bellingham, WA (BLI)	135,129	17.09
Yampa Valley Airport – Steamboat Springs, CO (HDN)	131,448	24.90
Durango-La Plata County Airport – Durango, CO (DRO)	113,516	22.80
AVERAGE	**243,415**	**30.03**

Source: Landrum & Brown, June 2008

FIXED-BASE OPERATOR (FBO) AND GENERAL AVIATION (GA) ENVELOPE

FBO and GA airport facilities are other functions that need to be accounted for when planning the FMRA site. The FBO and GA aviation sector includes corporate hangars and buildings, flight schools and training, recreational and sport aircraft storage facilities, apron areas outside the terminal apron area, private hangar and building space, and automobile parking areas for these facilities. The same considerations which were applied when determining the terminal acreage (in terms of meeting future needs, as opposed to accommodating only current demand) also pertain to the FBO and GA area envelope.

The benchmarking process that was utilized to determine the approximate size for the terminal acreage template was also applied as a method for establishing the FBO and GA area template size. FBO and GA acreages were measured from the same airports identified for the terminal area benchmarking. **Table 1.1-2** displays the FBO and GA acreage amounts calculated for the selected airports and displays the Airports' average acreage amount.

Table 1.1-2
FBO AND GA ENVELOPE - BENCHMARK ANALYSIS

AIRPORT/COMMUNITY	ENPLANED PASSENGERS	FBO/GA ACREAGE
Northwest Arkansas Regional Airport – Bentonville, AR (XNA)	567,341	51.23
Billings Logan Int'l Airport – Billings, MT (BIL)	403,645	131.55
Gallatin Field – Bozeman, MT (BZN)	318,115	87.16
Asheville Regional Airport – Asheville, NC (AVL)	289,550	47.65
Missoula International Airport – Missoula, MT (MSO)	276,170	84.09
Jackson Hole Airport – Jackson, WY (JAC)	274,031	26.22
Rapid City Regional Airport - Rapid City, SD (RAP)	226,323	64.26
Eagle County Regional Airport – Vail/Eagle Co. (EGE)	217,039	33.82
Roberts Field – Redmond, OR (RDM)	205,930	72.76
Aspen-Pitkin County – Aspen, CO (ASE)	201,642	40.17
Monterey Peninsula Airport – Monterey, CA (MRY)	200,091	127.96
Glacier Park Int'l Airport – Kalispell, MT (GPI)	175,157	48.15
Grand Junction Regional – Grand Junction, CO (GJT)	159,509	80.55
Bellingham Int'l Airport – Bellingham, WA (BLI)	135,129	43.41
Yampa Valley Airport – Steamboat Springs, CO (HDN)	131,448	11.24
Durango-La Plata County Airport – Durango, CO (DRO)	113,516	39.25
Friedman Memorial Airport (SUN)	70,057	36.76
AVERAGE	**243,415**	**60.36**

Source: Landrum & Brown, June 2008

Based on the benchmarked airport measurements shown on Table 1.1-2, the average size for FBO and GA areas at airports comparable to SUN is approximately 60 acres. As a means of providing extra flexibility to this average, a template size of 75 acres was placed on the alternate airport sites to represent the FBO and GA area for initial planning purposes. Also, in defining the acreage for each of the sites, additional acreage adjacent to the runway system was incorporated into the property envelope to ensure the availability of land for development of expanded facilities in the future.

APPROACHES AND NAVIGATIONAL AIDS

In addition to providing area for the airfield and aviation-related-development, the 2008 EIS Phase I Plan of Study analysis also considered the extent to which approach capability should be enhanced and the range of navigational aids that should be incorporated into the development of a replacement airport. At the time the 2008 EIS Phase I Plan of Study was being done, the definition of approach capability and the navigational aids needed to support these approaches were in a state of fluctuation because the FAA was moving towards a satellite-based system, in lieu of ground-based navigation aids; this continues to be the case. While all indications continue to support that the agency is intending to move entirely to a satellite-based air navigation system, the timing of full implementation of this process will be heavily dependent upon federal funding and congressional appropriations. Potential still exists for the FAA to complete their conversion from land-based navigational aid (NAVAID) to satellite-based aid by the time the a potential replacement airport commences operations. However, to address any possible delays, the analysis considered the fact that development of future approaches could require either the purchase of new navigational equipment or the relocation of existing systems that presently serve the current airport.

While the Airport is currently conducting an independent study to identify potential incremental improvements to decision height to decrease the minimums as much as possible, the fact remains that one of the key limitations that have significantly impacted SUN is the high minimum descent altitude associated with the approaches to the current runway. The Minimum Descent Altitude is defined as "the lowest altitude specified in an instrument approach procedure, expressed in feet above MSL, to which descent is authorized on final approach or during circle to land maneuvering until the pilot sees the required visual referenced for the runway of intended landing."

At the time of the 2008 EIS Phase I Planning Study, the lowest minimum descent altitude was 1,000 feet above the airfield elevation with three miles horizontal visibility. This capability is only available if the aircrew has special authorization and training, and the aircraft is specially equipped, which most are not. For those that cannot obtain special authorization, the minimum descent altitude increases to 1,800 feet above the airfield elevation. As a result, approximately 22 percent of commercial flights and an unknown number of GA flights were diverted to airports in the surrounding region, rather than being able to land at SUN during winter months. To ensure the reliability of the Airport and its capability to accommodate operational activity not only during fair weather conditions, but also in periods when visibility has been reduced below VFR conditions, the Airport must be equipped with a suite of basic navigation aids and provided with approaches that allow for instrument operational capability.

During the 2006 Feasibility Study, the issue of flight completion reliability contributed to the determination that the future replacement airport needed to be capable of accommodating at least one CAT I ILS. The CAT I system would be required to accommodate operations when cloud ceilings are no lower than 200 feet above the airfield elevation and visibility is not less than one-half mile. This

capability is a major improvement over current conditions and is relatively consistent with other commercial service airports of similar size. It was further decided that sites would also be evaluated for their ability to provide added instrument approach capability should the demand ever dictate. Providing at least one CAT I approach was identified as a minimum threshold criteria in the site evaluation process. Based on detailed discussions with the FAA, the ability to accommodate more than one CAT I or to accommodate a CAT II capability was factored into the assessment of site flexibility and expansion capability. The three categories of instrument landing minimums are defined below as are the three variations on CAT III minima:

- **Category I** - Decision Height (DH) 200 feet and Runway Visual Range (RVR) 2,400 feet;
- **Category II** – DH 100 feet and RVR 1,200 feet;
- **Category IIIa** – No DH or DH below 100 feet and RVR not less than 700 feet;
- **Category IIIb** – No DH or DH below 50 feet and RVR less than 700 feet, but not less than 150 feet;
- **Category IIIc** – No DH and no RVR limitation.

It should be noted that for both CAT II and III, special authorization and aircraft equipment is required before the procedure can be utilized.

Assuming the development of a CAT I approach capability, certain navigational aids must be incorporated into the design of the replacement airport and provisions made for their deployment. A CAT I approach will require the installation of a full ILS (assumes current ground-based system reliance) consisting of a localizer antenna, glide slope antennae, an approach light system, and two electronic marker beacons located along the final approach. The two beacons are typically located off airport due to the distance the marker beacons need to be from the runway landing threshold. Land area to accommodate the localizer, glide slope, and approach light system have been incorporated into the overall land area requirements already discussed. Land acquisition for the marker beacons would be minimal and the location of this property entirely dependent upon the site selected.

In addition to the equipment comprising the ILS for the approach, there could also be the need to acquire and site an additional land-based navigation aid to meet the need for missed approaches. Discussions with representatives of the FAA Air Route Traffic Control Center (ARTCC) indicated that they anticipate the use of GPS technology to identify a navigation fix that would be used as a basis for specifying a missed approach procedure for the selected site. Should this not occur, it would be necessary to consider the installation of some other ground-based system. This might consist of relocating the existing Non-Directional Beacon (NDB) that currently serves SUN (located immediately south of Site 4), the acquisition of a new NDB (if the systems remain available), or the acquisition and installation of a Very High Frequency Omni-Directional Range Station with Distance Measuring Equipment (VOR/DME).

Development of a CAT II approach capability would trigger the need for several enhancements to the systems required to support the lower approach minimums. As noted, the evaluation of sites does consider the possibility to accommodate either multiple CAT I capabilities and/or a CAT II capability as a part of the analysis of flexibility and expansion capability. A CAT II approach would require installation of an additional marker beacon along with a significant upgrade to the approach lighting system from a Medium-Intensity Approach Lighting System with runway alignment indicator lights (MALSR) to a standard 2,400-foot high-intensity Approach Lighting System with Sequenced Flashers (ALSF-2), installation of Touchdown Zone (TDZ) lighting, and runway centerline lights.

A further improvement noted by the FAA Northwest Region representatives and representatives of the FAA Salt Lake ARTCC is the installation of an Airport Surveillance Radar (ASR) to assist in handling short-range air traffic in close proximity (60 miles or less) to future airport and terminal area. The potential for the location of an ASR in conjunction with the replacement airport was incorporated into the assessment of the individual alternative airport sites.

Finally, while technically not an approach aid, it is anticipated that the future airport will be served by an ATCT, as is the case with the existing Airport . Whether this facility will be an FAA or a contract tower will be determined at that time. Regardless, the future airport will include this facility and capability. The space requirement for this facility is assumed in the land area requirements of the terminal area previously noted.

GROUND ACCESS ROUTES

An airport access roadway is an essential requirement, because it connects the proposed airport facilities to the nearest primary highway at each airport site. In determining the optimum placement for ground access roads at the future airport locations, a key objective was to develop a roadway with the shortest distance possible between the Airport facilities and the nearest highway. The purpose of aiming toward this goal was multi-faceted and ultimately structured towards the following:

- Minimizing environmental impacts
- Reducing the need for additional land acquisition
- Reducing the cost of development

Roadway placement varied between two options: one being retention and usage of existing roadway(s) near the site, and the other being newly constructed routes. Placement of access roads on current roadways was an appealing option in addressing two out of the three criteria, because it allowed for reduced development costs (new roadway versus modifying current roadway) and minimization of environmental impacts. However, direct, newly developed routes persisted as the prevailing option because these roadways generally were the shortest distance attainable between the proposed facilities and the closest

highway. The lengths of new roadways often ranged between one to two miles long for most proposed sites.

Evaluation of all Identified Sites - Summary

A total of 18 sites were identified in the EIS Phase I Plan of Study (2008), including Site 1, known as the existing Airport site (see **Exhibit 1.1-3**) . Fifteen of the eighteen sites (all sites but Sites 1, 10A and 17) were from the 2006 Feasibility Study (nine of the fifteen were modified as part of the EIS Phase I Plan of Study), and the remaining two sites (10A and 17) were developed as part of EIS Phase I Plan of Study (2008) and considered new.

Three alternatives were defined for Site 1, the existing Airport, which allowed for redevelopment of the site to accommodate proper FAA design standards, as well as, future Airport expansion . However, an alternative layout/configuration could not be found that would also address the concern of service reliability during the winter months. After many conversations with the FAA (at the time), it was determined that Site 1 would not be able to achieve significantly lower minimums either through new/upcoming technologies or by reconfiguration (as the surrounding topography would not allow for it). This limitation eliminated the three alternatives for the existing Airport site; therefore, Site 1 was not analyzed further. It should be noted that the Airport is currently conducting an independent study to identify potential incremental improvements to decision height to decrease the minimums as much as possible since replacing the airport is not currently a possibility. However, the decision height cannot be lowered enough to achieve a 200-foot ceiling with ½-mile visibility minimums.

In addition, Site 16 was also eliminated early on in the screening process due to multiple fatal flaws (i.e. the inability to provide for CAT I missed approach capability for northwesterly arrivals or to accommodate a CAT I approach to the southeast, and significant drive times (ranging from 77 minutes to 155 minutes) to Sun Valley/Ketchum, Hailey, Bellevue, Shoshone, Carey, and Twin Falls) – and therefore, was not further analyzed.

With the elimination of Site 1 and 16, the remaining 16 sites were evaluated in further detail (as part of the 2008 EIS Phase I Plan of Study) and analyzed using specific screening criteria. These 16 sites are depicted, along with brief site descriptions, on **Exhibits 1.1-4 through 1.1-19.**

Three levels of screening were used to narrow down the list of potential replacement sites to the most viable options. A total of 14 evaluation criteria were developed for use in assessing sites. These fourteen criteria and the stage in which they were applied are listed below:

<u>TIER ONE EVALUATION: FATALLY FLAWED SITES</u>

1. Category I Approach\Missed Approach Capability for the Primary Runway;
2. 60-minute maximum drive time from Ketchum, Hailey, Bellevue, and Carey

With the use of the Tier One fatal flaw criteria, eight alternate airport sites were identified as lacking one or both of these vital factors. A site was eliminated if it failed either of the two criteria – the site did not have to fail both criteria for it to be "fatally flawed." Eight sites (2, 3, 7, 8, 11, 14, 15, and 16) were identified as unsuitable for the replacement airport.

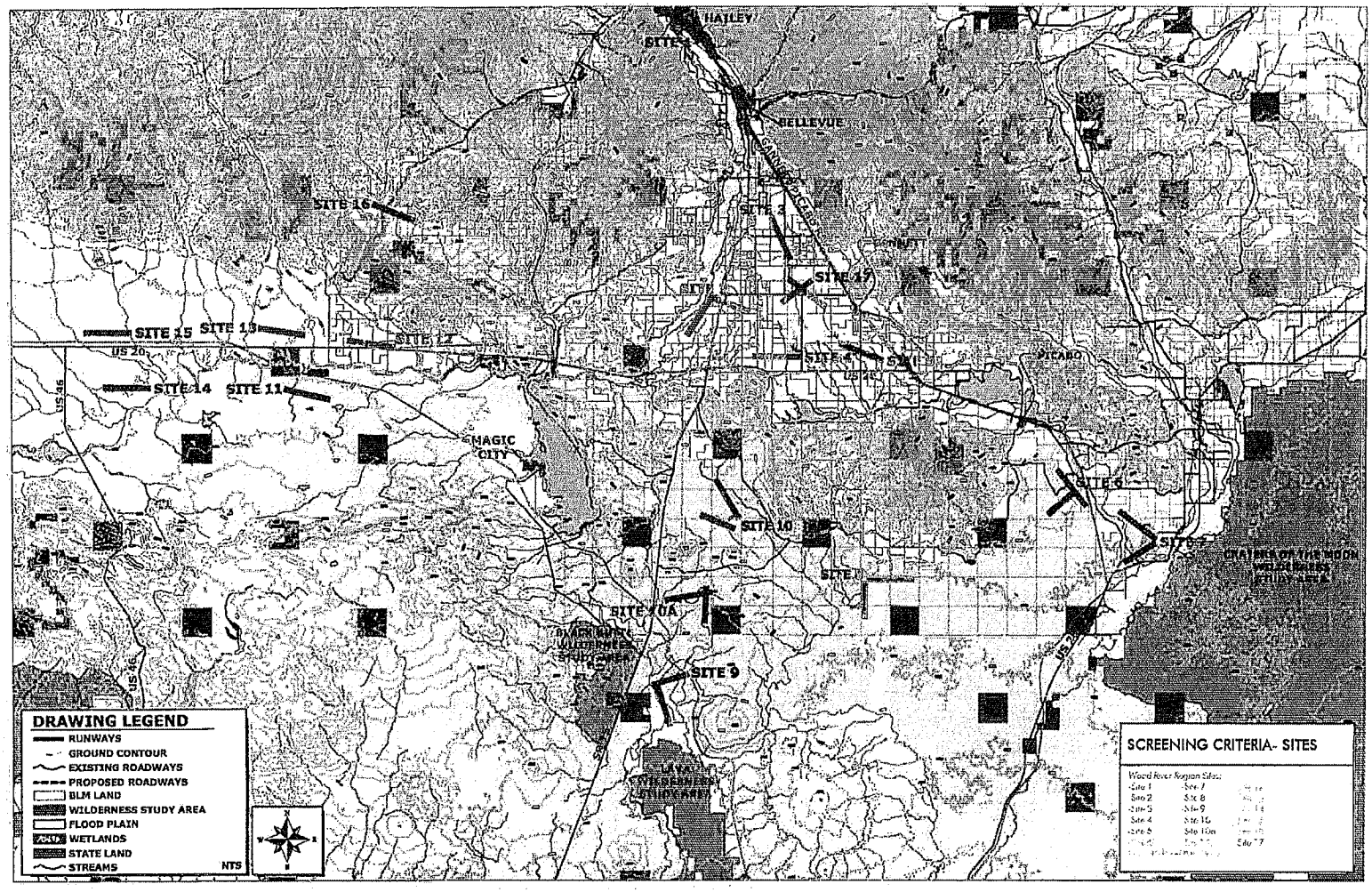
TIER TWO EVALUATION: EVALUATION OF NON-FATALLY FLAWED ALTERNATIVE AIRPORT SITES

3. Safety Considerations;
4. Topography of the Site;
5. Landside Expansion Capability;
6. Airside Expansion Capability;
7. Site Development Factors;
8. Conformity with Local, State, and Federal Land Use Regulatory Requirements;
9. Sponsorship;
10. Property Ownership Considerations;
11. Proximity to Demand;
12. Accessibility to Regional Roadways

The Tier Two analysis of the remaining nine sites (4, 5, 6, 9, 10, 10A, 12, 13, and 17) was conducted to evaluate the sites on additional criteria. Unlike Tier One criteria, the Tier Two criteria were not considered fatal flaw criteria. Tier Two criteria evaluated the constructability, expandability, and accessibility of the sites, as well as the sponsorship, and conformity with local, State, and Federal land use regulatory requirements. Safety was addressed relative to the location of the various sites to known wetlands, which are attractants for animals of concern to aircraft operators (such as waterfowl and large mammals). Wetlands were also of concern in terms of constructability, however, the Tier Two analysis did not evaluate the environmental impacts associated with siting an airport on or near wetlands; that analysis was to be done during the environmental analysis of the sites that move forward in the EIS process.

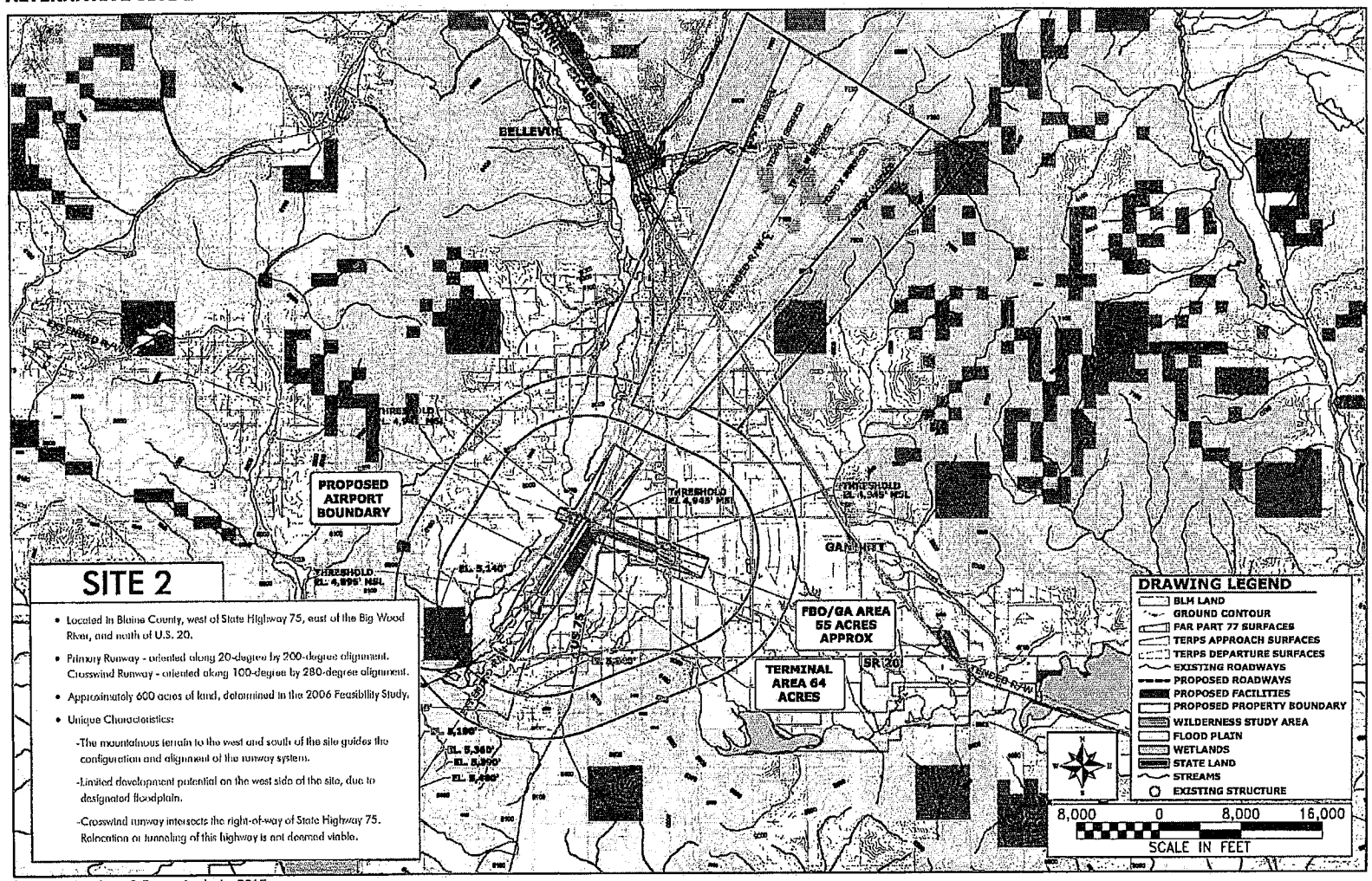
Several of the above criteria were comprised of multiple sub-criteria, or components, that were considered. For example, under Site Development Factors, seven individual sub-criteria were combined to arrive at an overall site rating score ranging between 0 (worst) to 5 (best) for that individual evaluation criteria.

Exhibit 1.1-3
EIS PHASE I PLAN OF STUDY (2008) – NEW REPLACEMENT AIRPORT SITES



Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-4
ALTERNATIVE SITE 2



Source: Landrum & Brown Analysis, 2015

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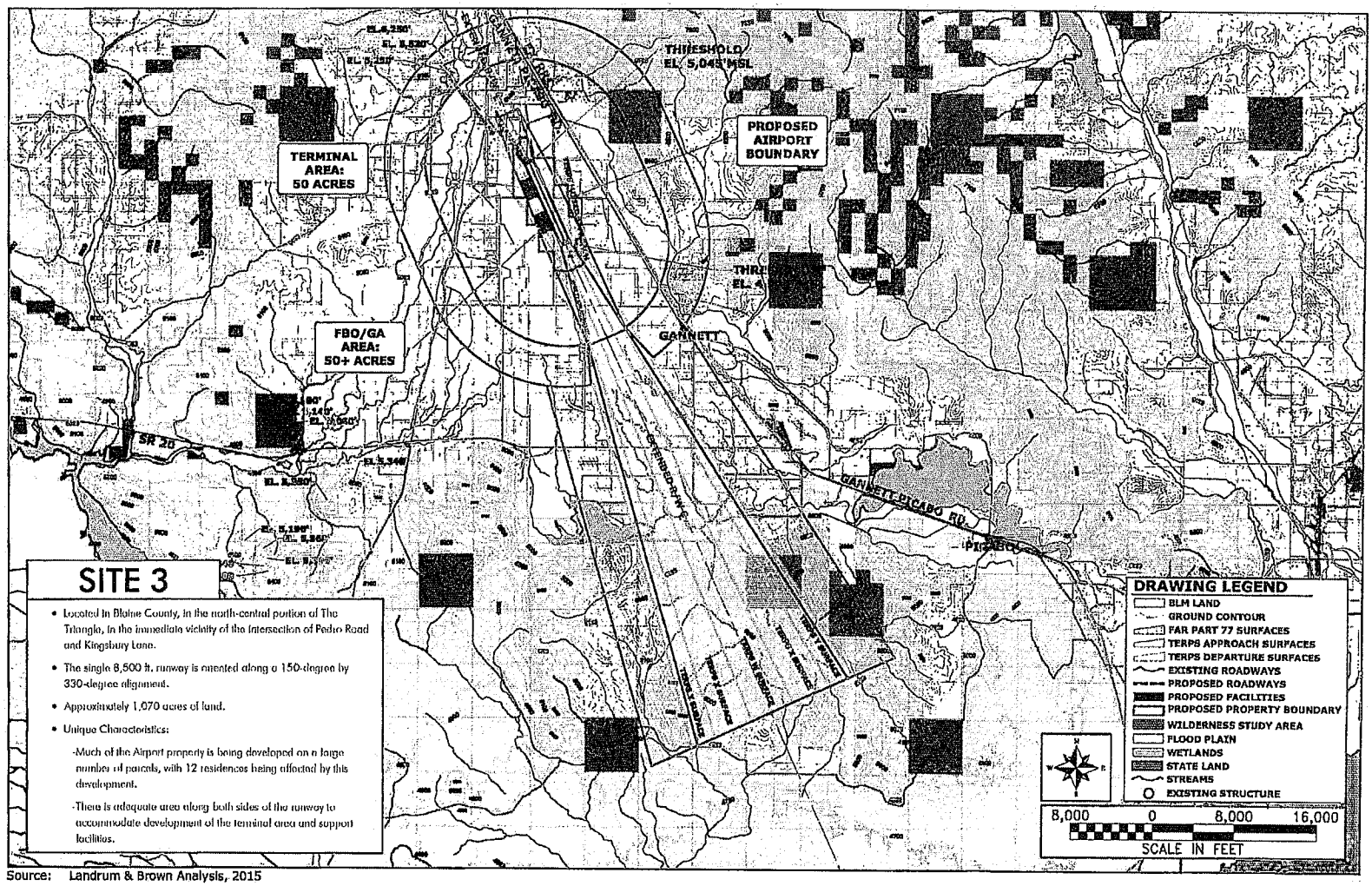
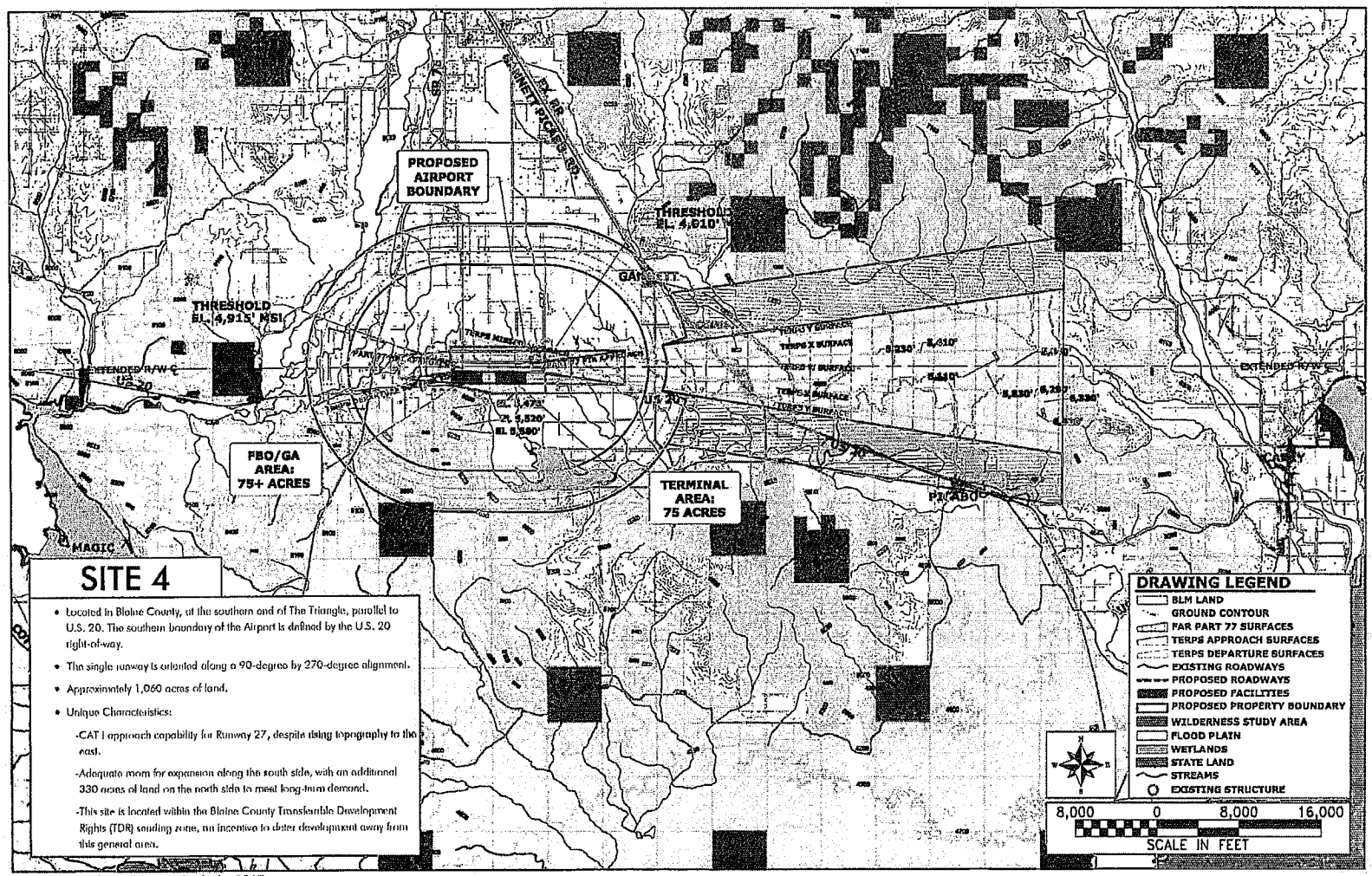
ALTERNATIVE SITE 3



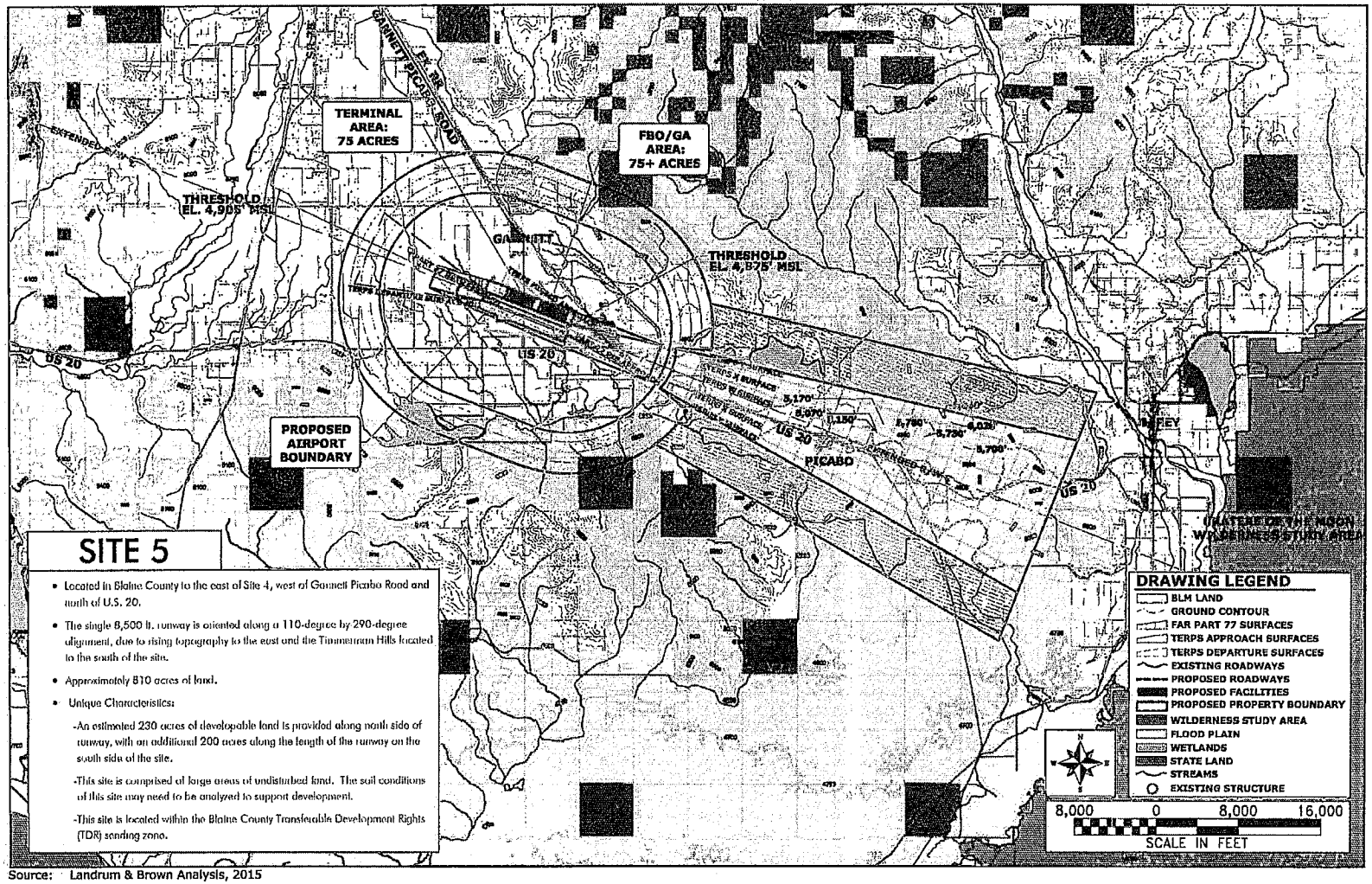
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-6
ALTERNATIVE SITE 4



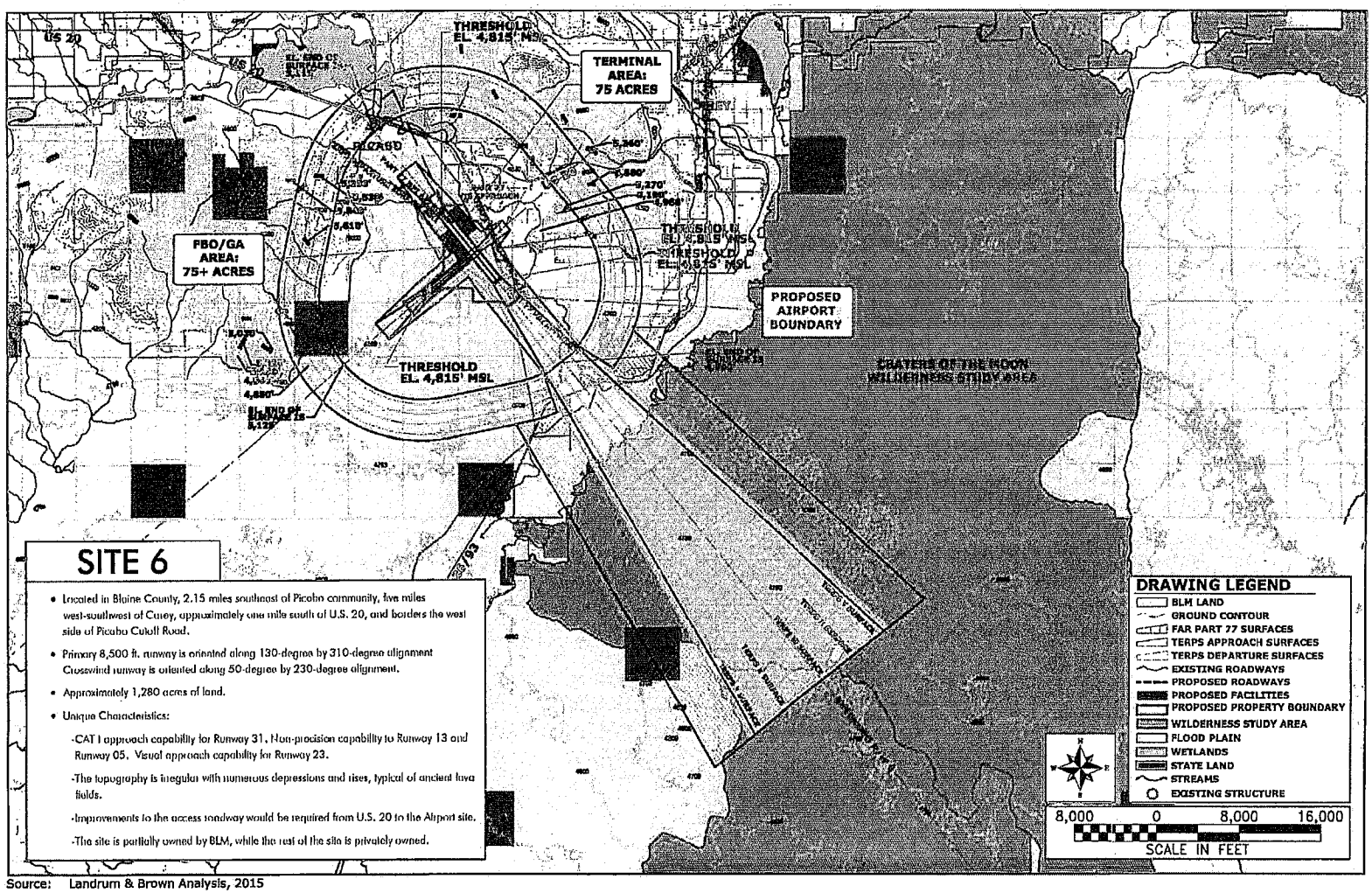
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-7
ALTERNATIVE SITE 5



Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-8
ALTERNATIVE SITE 6



Source: Landrum & Brown Analysis, 2015

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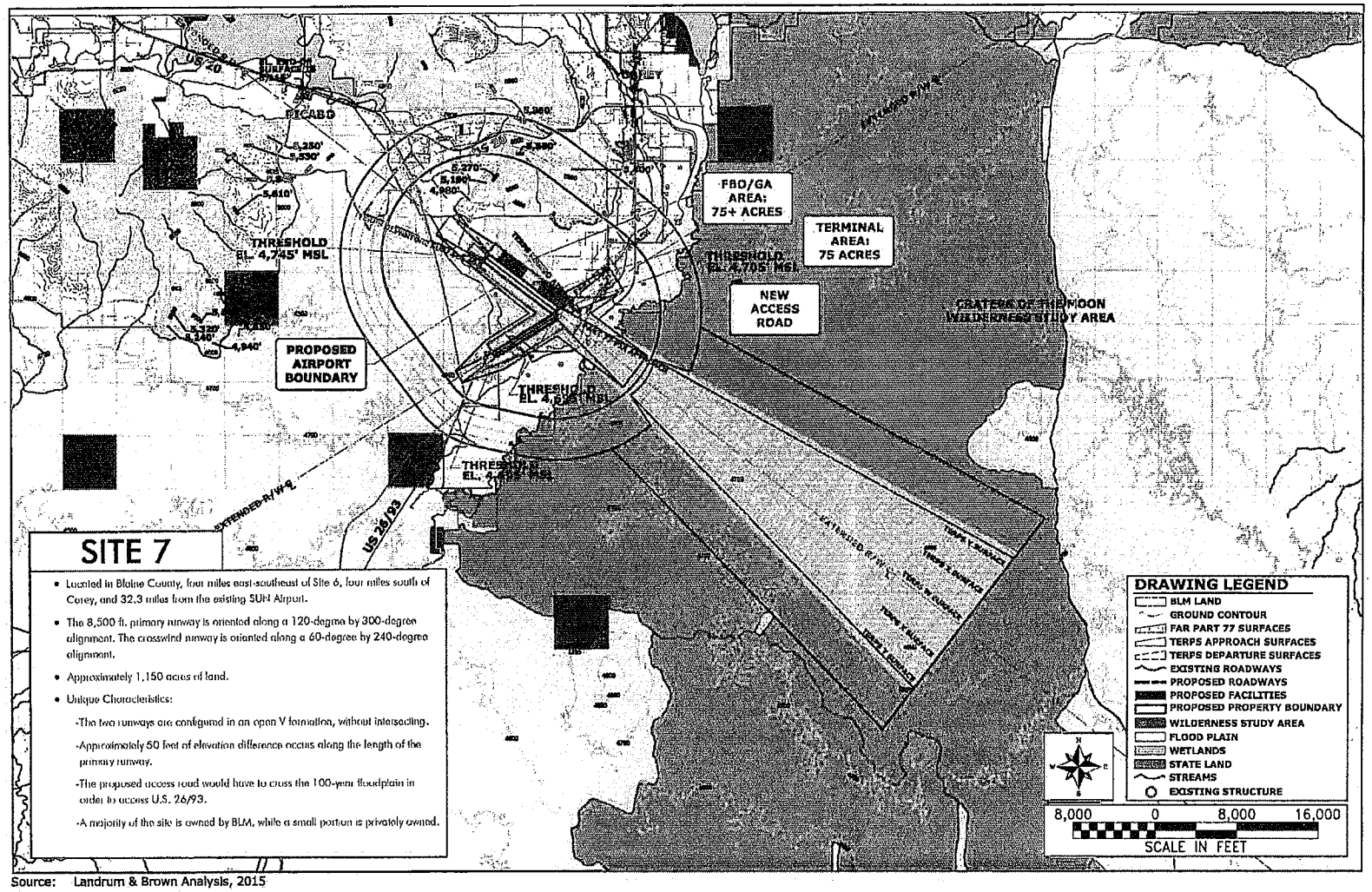
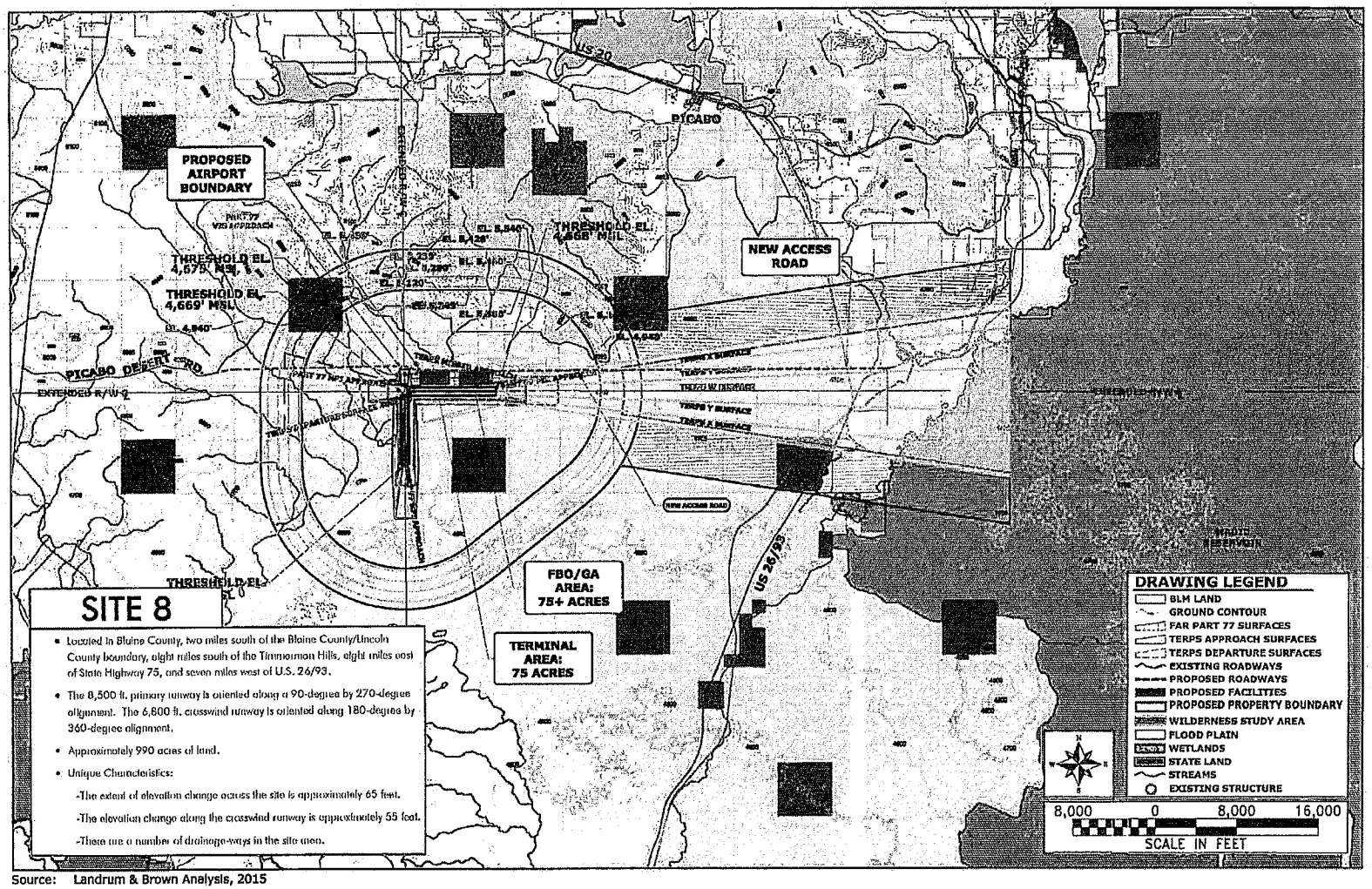


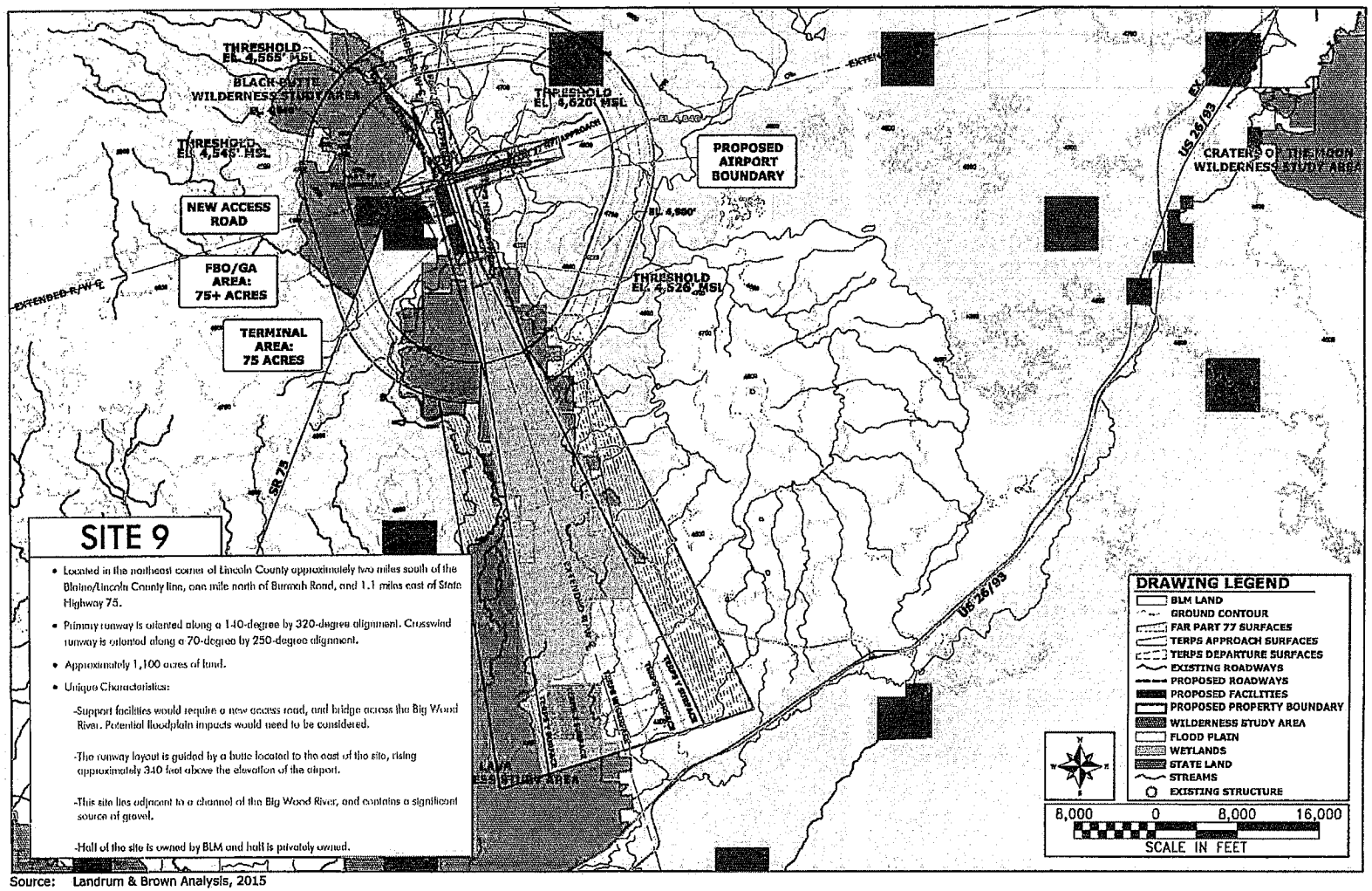
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-10
ALTERNATIVE SITE 8



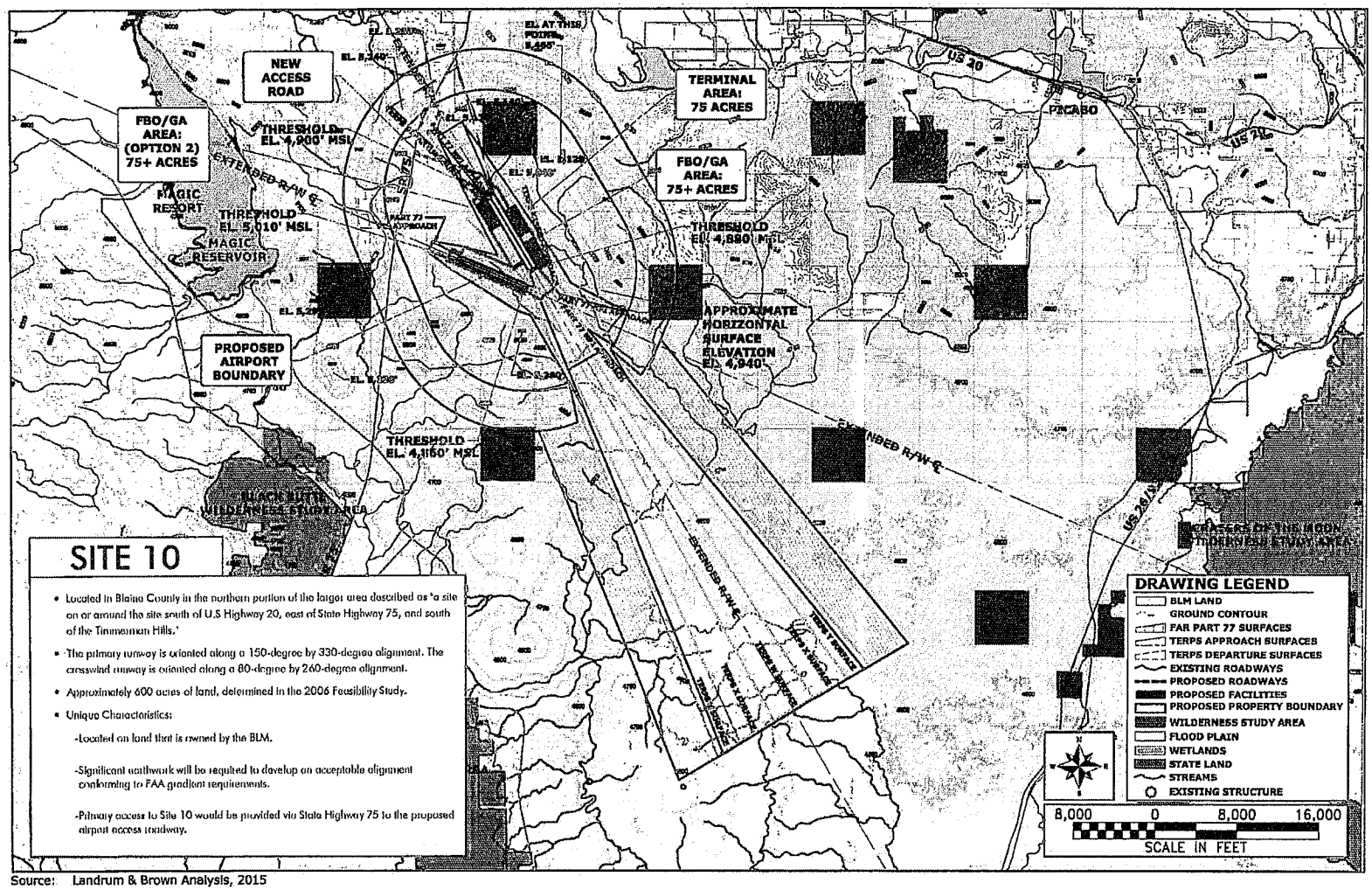
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-11
ALTERNATIVE SITE 9



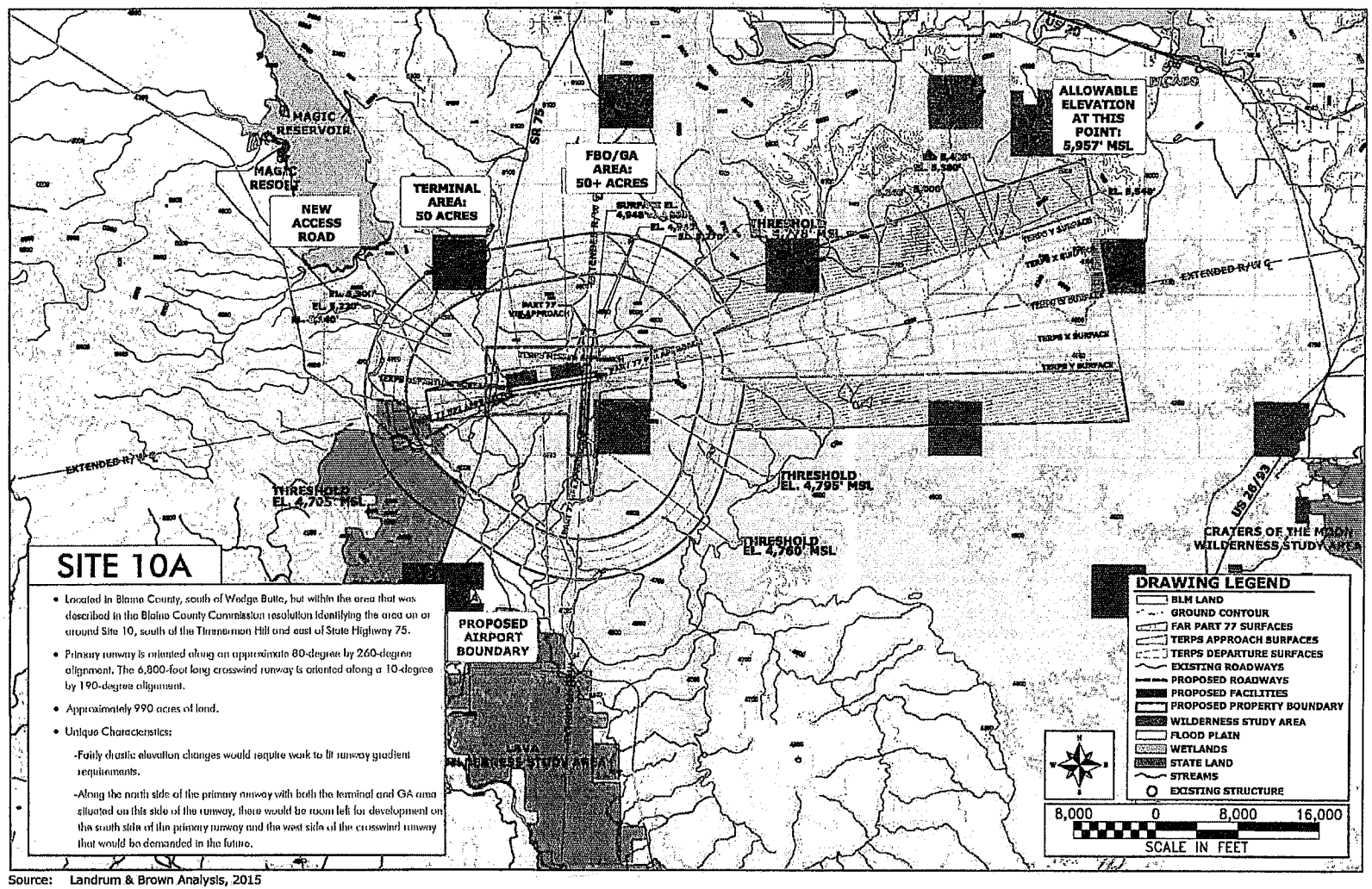
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-12
ALTERNATIVE SITE 10



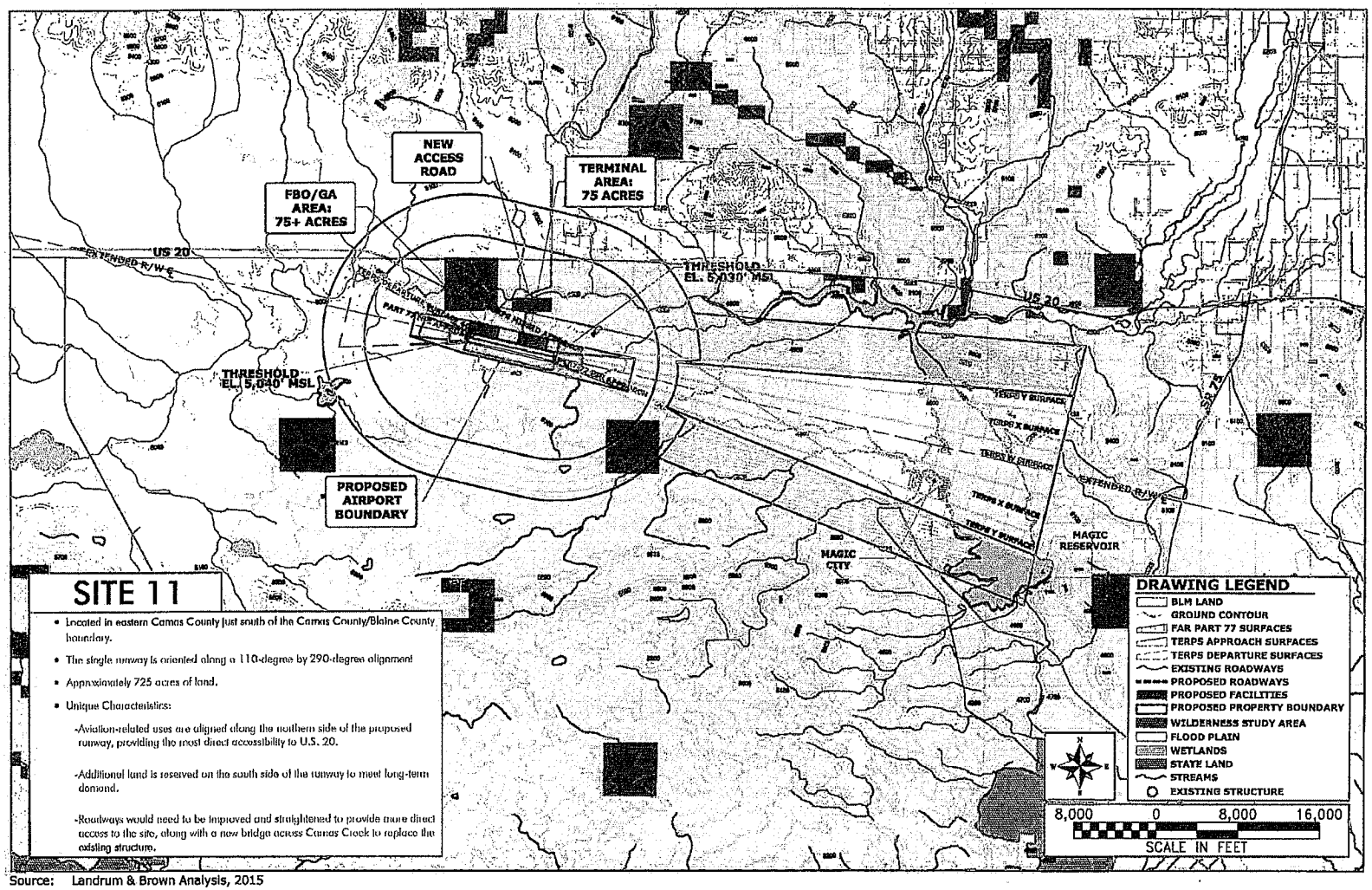
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-13
ALTERNATIVE SITE 10A



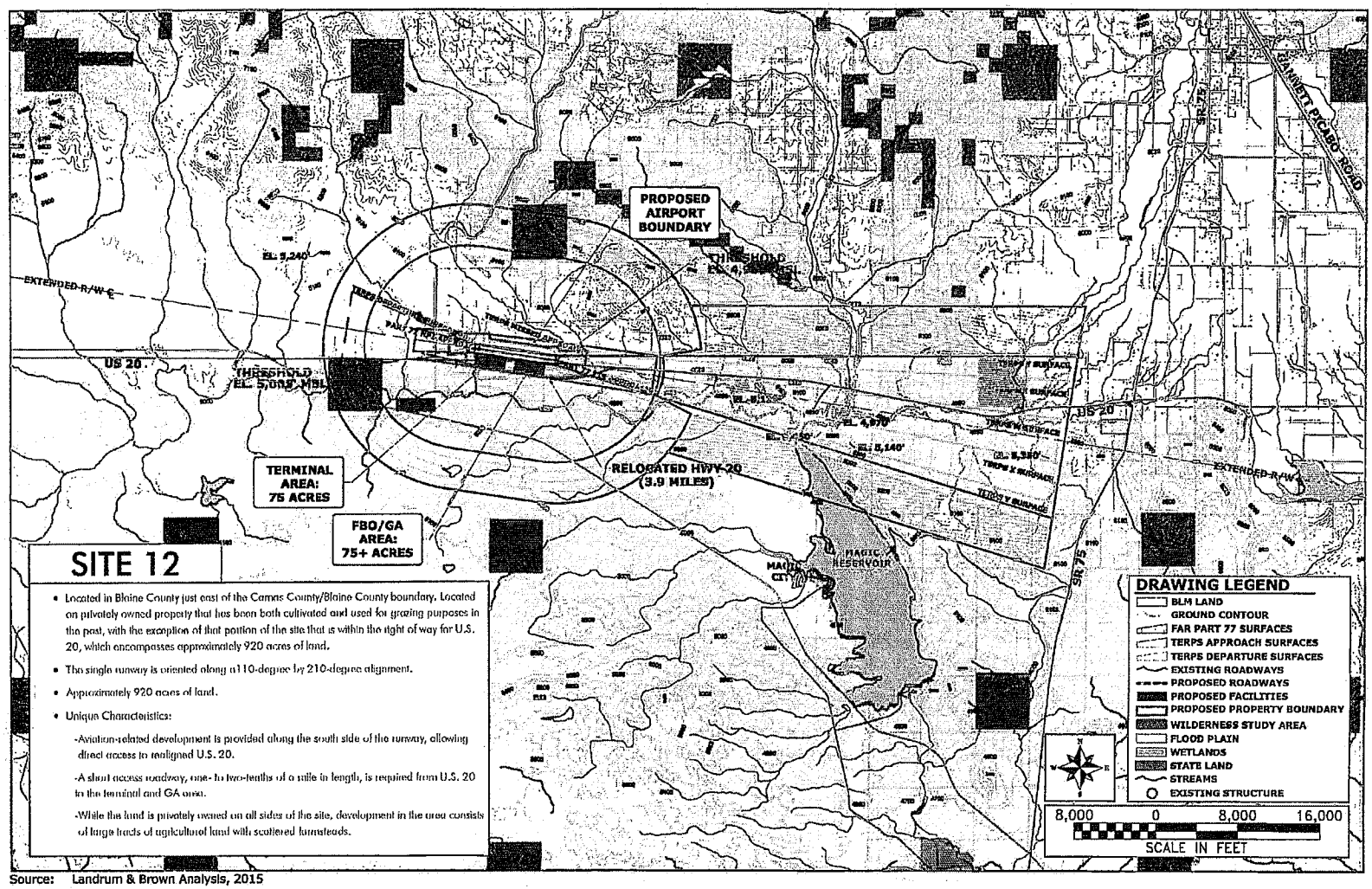
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-14
ALTERNATIVE SITE 11



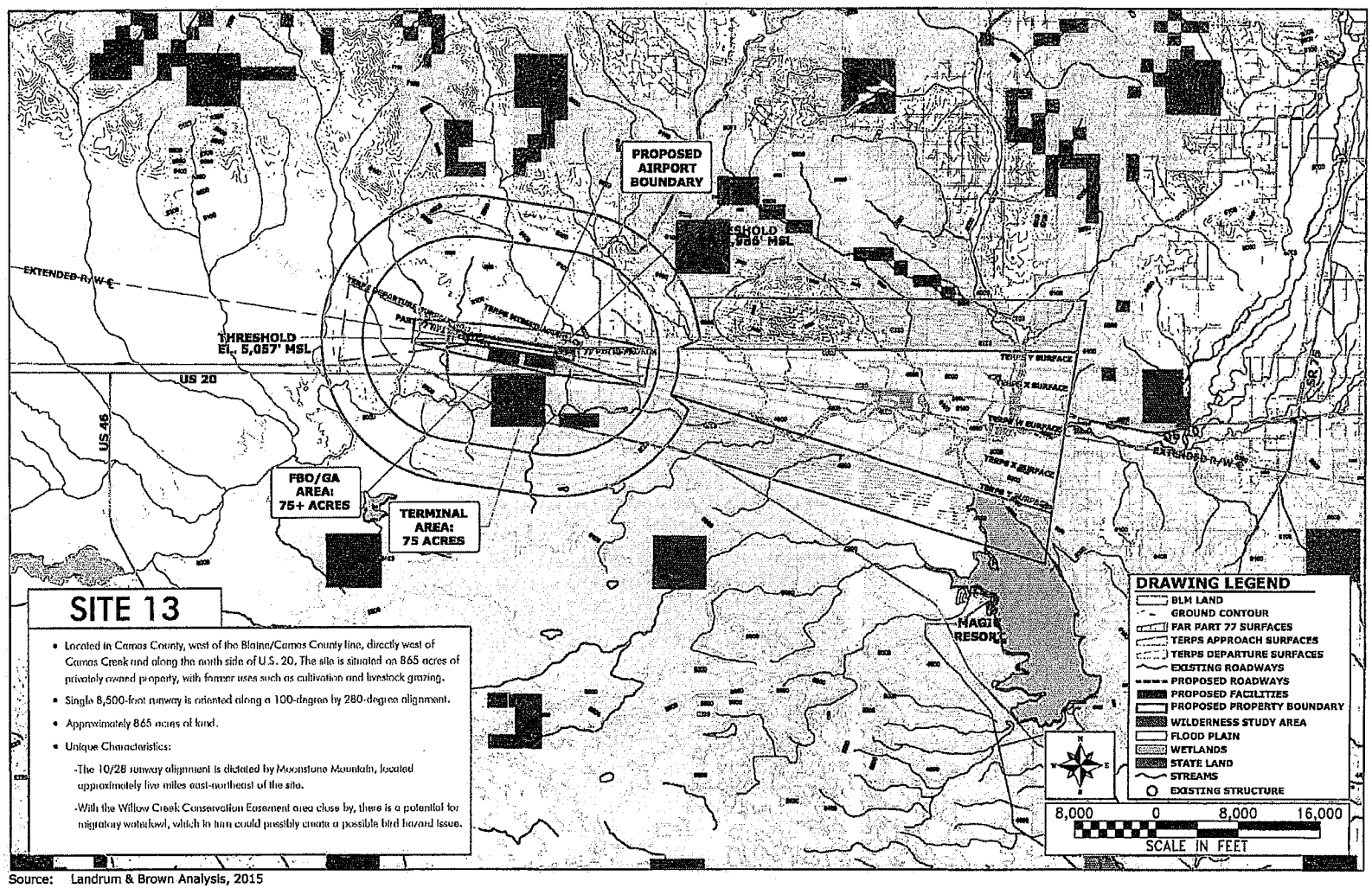
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-15
ALTERNATIVE SITE 12



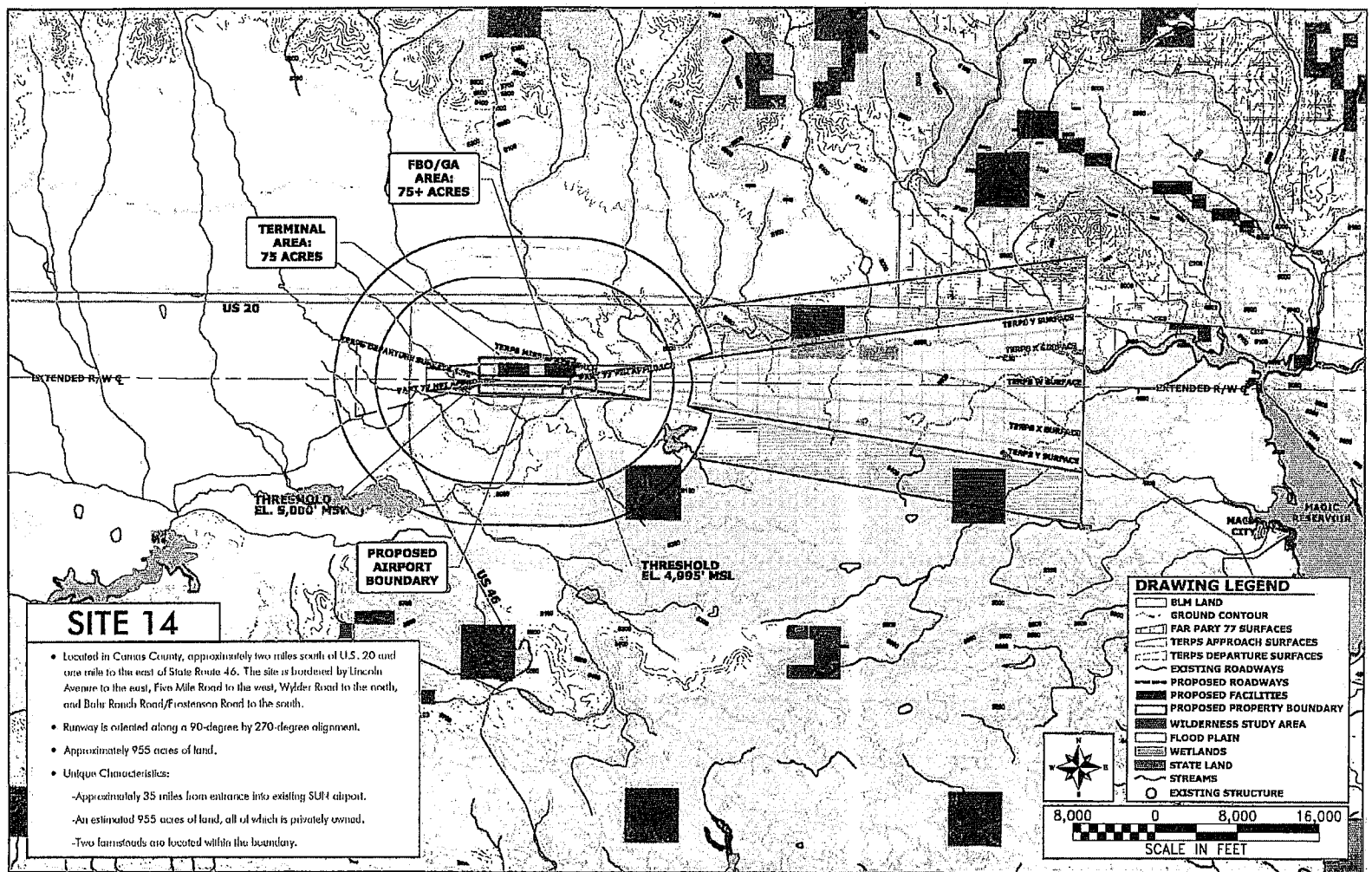
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-16
ALTERNATIVE SITE 13



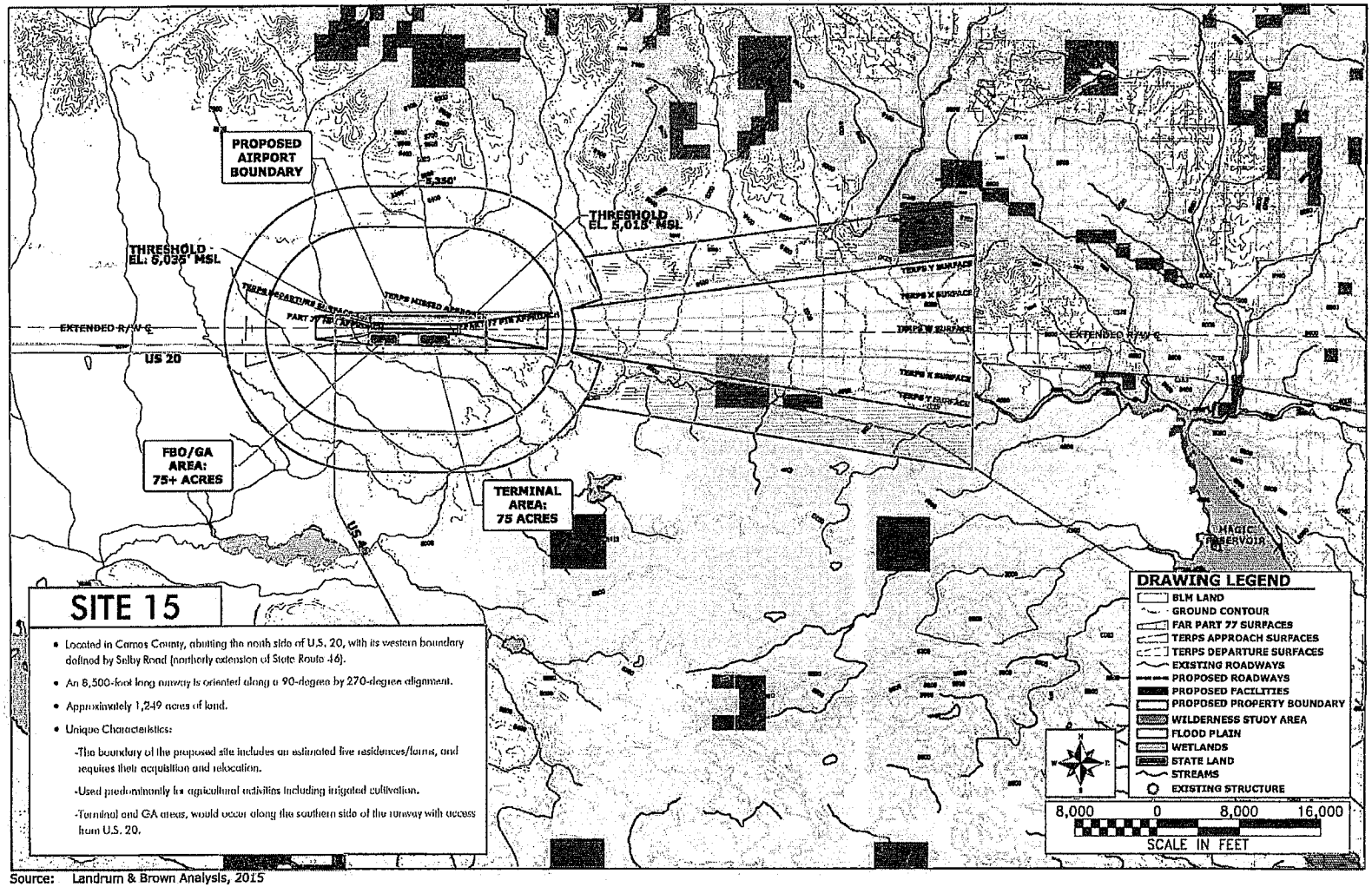
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-17
ALTERNATIVE SITE 14



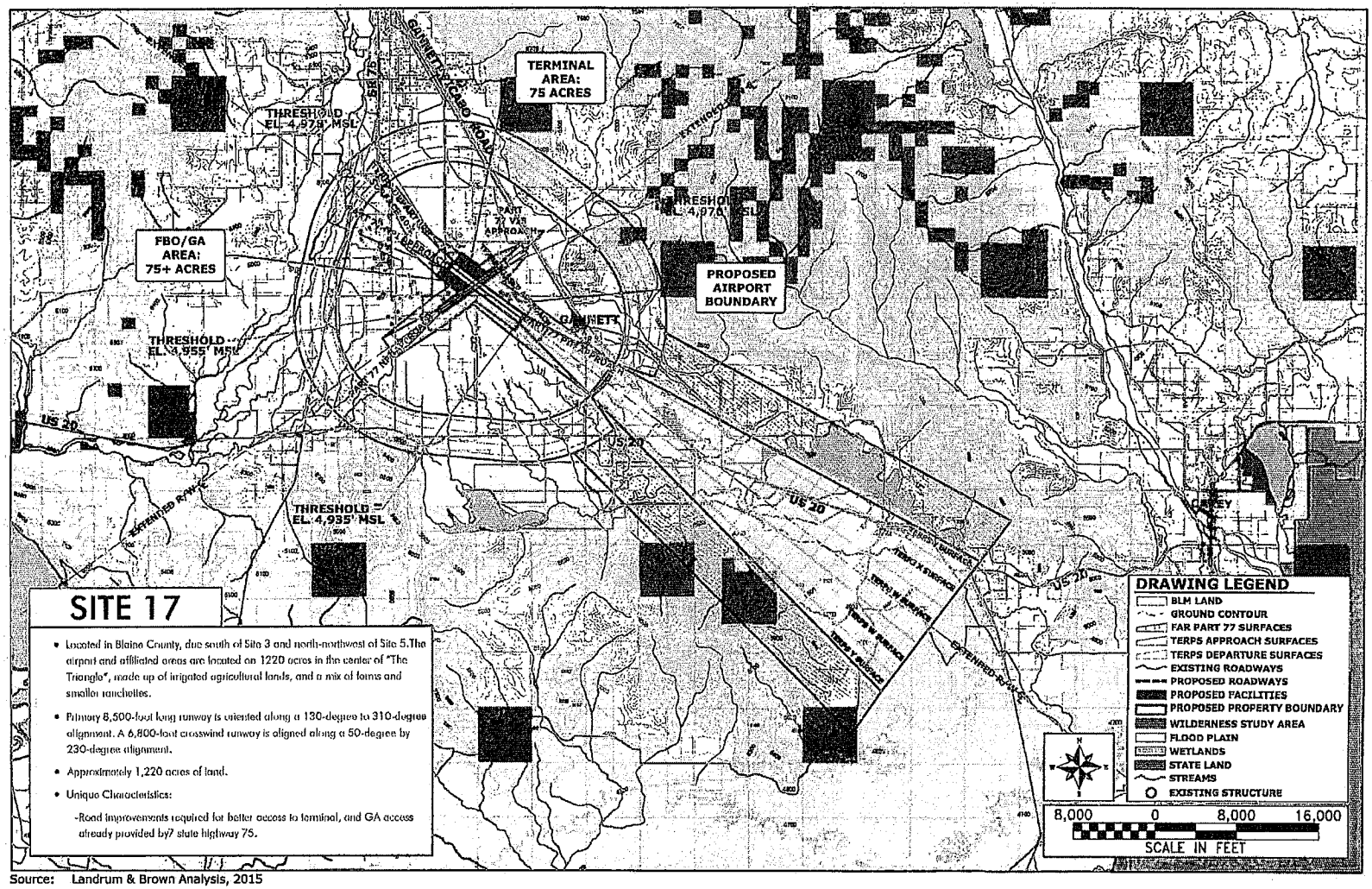
Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-18
ALTERNATIVE SITE 15



Source: Landrum & Brown Analysis, 2015

Exhibit 1.1-19
ALTERNATIVE SITE 17



Source: Landrum & Brown Analysis, 2015

A summary of the Tier Two site evaluation rankings for the nine sites discussed above is presented in **Exhibit 1.1-20**. All of the sites analyzed in Tier Two scored between 35 and 47 points, with six of the nine sites scoring between 35 and 41 points. For reference, a perfect score in all categories would have yielded a total score of 55 points. Sites 6 and 9 scored the lowest with 37.7 and 35.7 points respectively. Four sites (5, 10, 13, and 17) ranked between 39 and 41. Three sites rated above 44 points, including: Site 4, Site 10A, and Site 12. For a site to be carried forward to the next level of analysis (Tier Three), it was decided that the site had to have a score of or above the 80th percentile or 44.2 points. Sites 4, 10A, and 12 ranked superior as compared to any of the other Tier Two sites and met or exceeded the 80th percentile threshold. Therefore, due to their ranking, sites 4, 10A, and 12 were selected for further evaluation (Tier Three) to identify which, if any, would not be able to support additional or enhanced instrument approach capabilities in the future.

TIER THREE EVALUATION: REFINED AIRSPACE AND APPROACH CAPABILITY

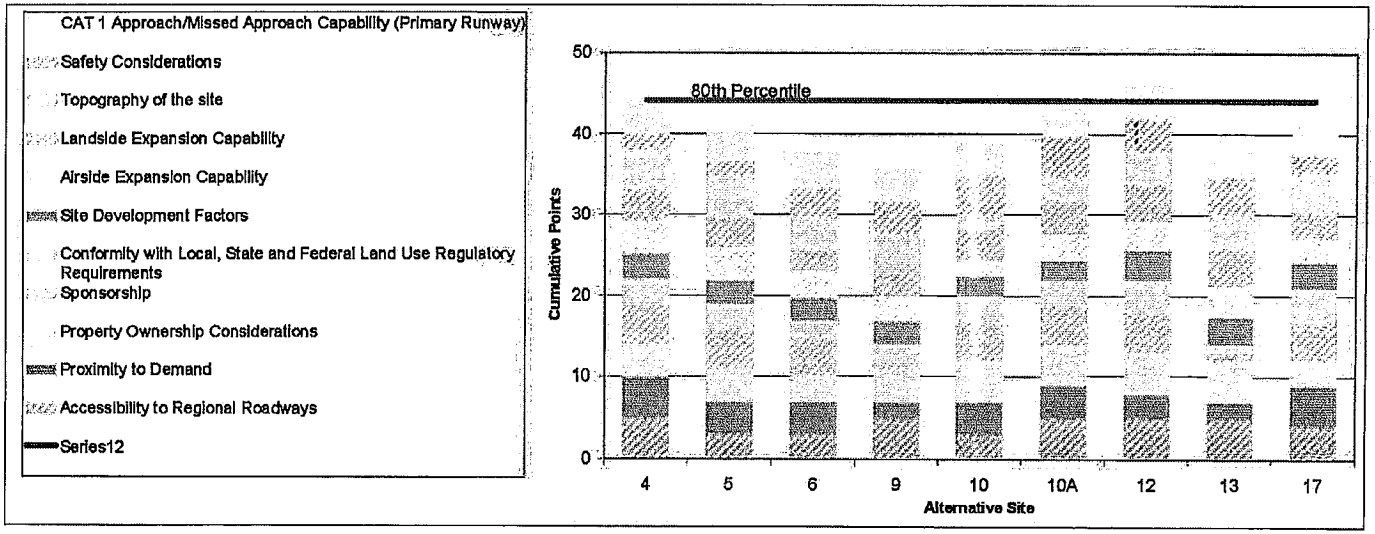
13. Ability to accommodate multiple Category I approaches; and
14. Ability to accommodate one or more Category II approaches

Upon completion of the Tier Two evaluation of sites, three replacement airport sites were identified for further consideration (Sites 4, 10A, and 12). Discussions were held with representatives from the contractor providing air traffic control services at the existing airport, as well as with representatives of the FAA's Northwest Mountain Region, including the Planning division, Flight Standards, Airspace, Facilities Groups, and the Salt Lake Air Route Traffic Control Center. During these discussions, questions arose relative to the ability of various sites to accommodate multiple CAT I approaches and the ability to meet CAT II approach criteria. The premise of the comments maintained that, while meeting the minimum threshold criteria of providing a single CAT I approach was reasonable, the flexibility of a site to provide for expanded approach capabilities should also be considered as a comparative tool to further differentiate and define those sites possessing the best possible flexibility and capability.

As the FAA moves toward a satellite-based air navigation system, employing GPS supplemented by Wide Area Augmentation System (WAAS) and Local Area Augmentation System (LAAS), the need for ground-based Localizers, Glide Slope Antennas, and Inner, Middle, and Outer Marker beacons (as elements of instrument landing systems) will be phased out. This will significantly reduce the cost to the FAA and airport sponsors when developing multiple instrument approach capabilities and make it easier for airports to implement multiple instrument approaches in a much more cost-effective manner. Since the FMRA is intended to serve the region well into the future, it is clear that during the life span of the airport, the FAA will fully implement their satellite-based systems. The results will be the ability of an airport to deploy multiple instrument approaches at a significant reduction in cost to the sponsor and the agency. Thus, while full achievement and implementation of this intended goal is still in the future, evaluating alternative sites from the perspective of having the ability and flexibility to accommodate this capability is a prudent and reasonable action.

Exhibit 1.1-20
TIER TWO SITE EVALUATION RANKINGS

	Alternative Site								
Category	4	5	6	9	10	10A	12	13	17
CAT 1 Approach/Missed Approach Capability (Primary Runway)	4.2	3.7	4.4	4.0	4.0	4.4	4.2	4.4	3.2
Safety Considerations	2.0	2.0	3.5	4.0	5.0	5.0	4.0	4.5	2.5
Topography of the site	5.0	5.0	4.0	3.3	1.8	3.0	4.0	4.3	4.7
Landside Expansion Capability	3.8	3.6	2.8	4.4	3.8	4.1	4.8	4.7	3.3
Airside Expansion Capability	4.1	4.0	3.2	3.0	2.0	3.3	3.5	3.8	2.9
Site Development Factors	3.1	3.0	2.9	3.0	2.4	2.4	3.7	3.6	3.5
Conformity with Local, State and Federal Land Use Regulatory Re	3.0	3.0	2.0	2.0	3.0	3.0	4.0	1.0	4.0
Sponsorship	5.0	5.0	5.0	1.0	5.0	5.0	5.0	1.0	5.0
Property Ownership Considerations	4.0	4.0	3.0	4.0	5.0	5.0	5.0	5.0	3.0
Proximity to Demand	5.0	4.0	4.0	2.0	4.0	4.0	3.0	2.0	5.0
Accessibility to Regional Roadways	5.0	3.0	3.0	5.0	3.0	5.0	5.0	5.0	4.0
Total	44.2	40.3	37.7	35.7	39.0	44.3	46.2	39.2	40.8



Source: Landrum & Brown Analysis, 2008

With this in mind, it was determined, based on the input from an array of FAA divisions, which upon completion of the second tier evaluation's initial short listing of sites, a third and final tier of evaluation of those short-listed sites would be undertaken. The third tier addressed each short-listed site's ability to accommodate multiple CAT I approaches/missed approaches, and then assessed the ability of the short-listed sites to also accommodate a CAT II approach and missed approach should such capability ever be necessary. For clarity, the minimums associated with these two categories are listed below:

- CATEGORY I - DH 200 feet and RVR or horizontal visibility; 2,400 feet
- CATEGORY II – DH at 100 feet and RVR of 1,200 feet

The analysis of additional instrument approach capabilities was intended to provide a final, more refined level of detail to determine the attributes and constraints of the three sites carried forward from the Tier Two evaluation. If a site was found to have significantly less flexibility and capability to respond to future technological changes than others, that finding was used to prevent a site from moving forward in the EIS process. Ultimately, all three sites (4, 10A, and 12) survived this evaluation process and were identified to be carried forward into the EIS process for further evaluation.

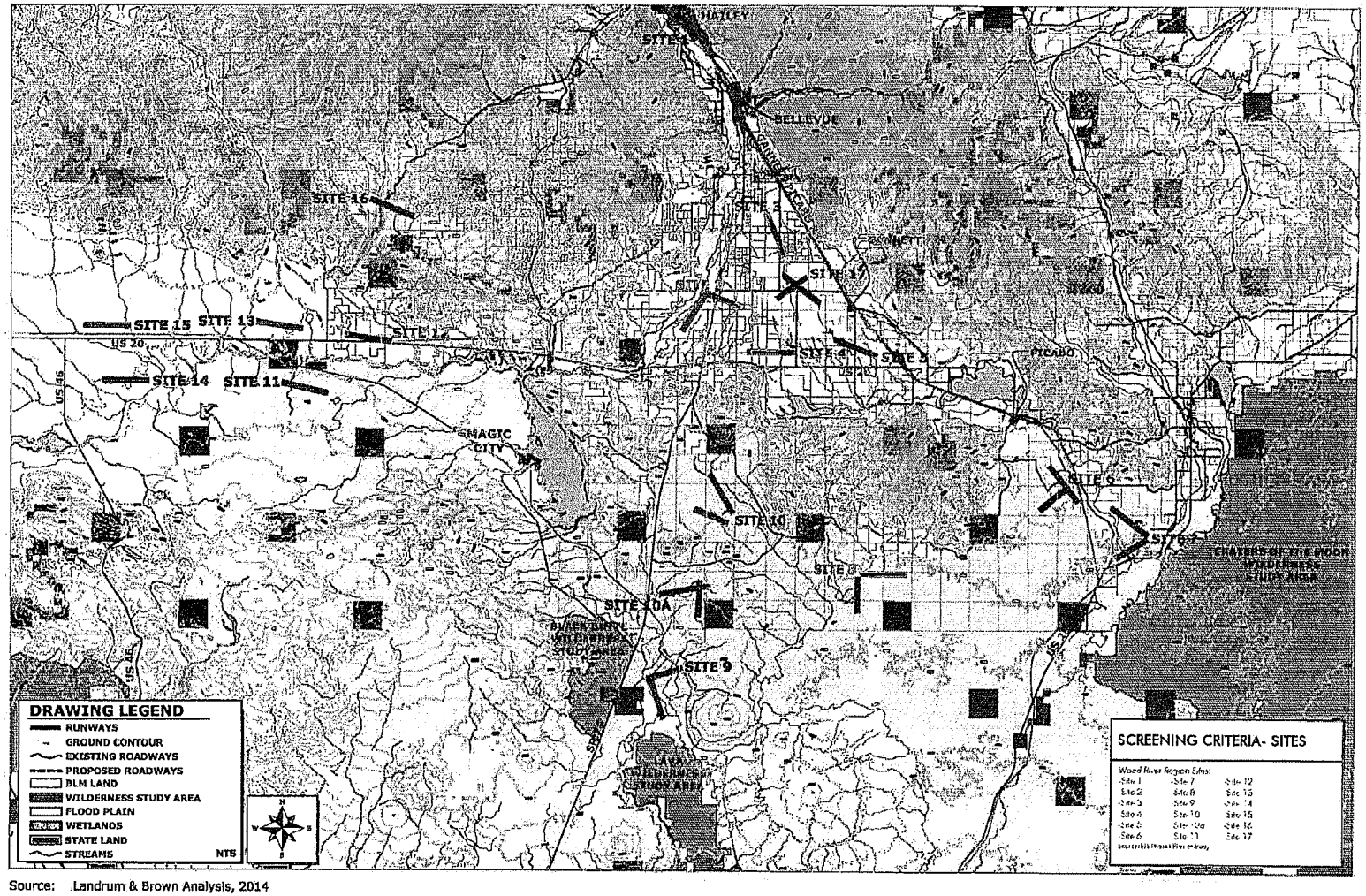
****

Elements of and knowledge acquired during the EIS Phase I Plan of Study was incorporated into formal draft EIS chapters. However, due to cost and wild life issues, the FAA eventually terminated the EIS.

1.2 Alternative Replacement Airport Sites

Seventeen potential replacement Airport sites were identified by previous planning studies/efforts and have been summarized in the previous sections. The 17 sites are presented again on **Exhibit 1.2-1** for reference. These 17 sites include Site 16, which was eliminated from further evaluation in the EIS Phase I Plan of Study (2008). For the purposes of this Study, and presentation of potential alternative replacement airport sites, Site 16 has been added back into the range of alternatives to ensure nothing is inadvertently overlooked in the future. No additional sites were identified, added, or evaluated as part of this effort. The 17 sites will be evaluated on a pass/fail basis using the screening criteria presented in the next section. The following is a description of Sites 2 through 17.

Exhibit 1.2-1
EIS PHASE I PLAN OF STUDY (2008) – NEW REPLACEMENT AIRPORT SITES



Source: Landrum & Brown Analysis, 2014

Site 2

Site 2 is located in Blaine County near the Bellevue Triangle, which encompasses the area west of State Highway 75, east of the Big Wood River, and north of U.S. 20. The *2006 Feasibility Study* originally identified Site 2. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study moved the site north to adjust for topography south of the proposed location and to factor in the potential need to provide for a crosswind runway.

Site 3

Site 3 is located in Blaine County in the north-central portion of the Bellevue Triangle, which encompasses the area west of State Highway 75, east of the Big Wood River, and north of U.S. 20. The *2006 Feasibility Study* originally identified Site 3. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study did not modify the site.

Site 4

Site 4 is located in Blaine County at the southern end of the Bellevue Triangle parallel to and immediately north of U.S. 20. The *2006 Feasibility Study* originally identified Site 4. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study did not modify the site.

Site 5

Site 5 is located in Blaine County to the east of Site 4 (in the southeastern portion of the Bellevue Triangle), west of Gannett Picabo Road, and north of U.S. 20. The *2006 Feasibility Study* originally identified Site 5. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study did not modify the site.

Site 6

Site 6 is located in Blaine County approximately 2 miles to the southeast of the community of Picabo, 5 miles west-southwest of Carey, approximately 1 mile south of U.S. 20, and abuts the west side of Picabo Cutoff Road. The *2006 Feasibility Study* originally identified Site 6. However, the independent review of potential airport sites conducted in the 2008 EIS Phase I Planning Study modified the site to incorporate a crosswind runway alignment.

Site 7

Site 7 is located in Blaine County approximately 4 miles east-southeast of Site 6 and 4 miles south of Carey, Idaho. U.S. 26/93 is located a short distance to the east of the site and turns to form a portion of the southern boundary for the site. The *2006 Feasibility Study* originally identified Site 7. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study moved the site to incorporate a crosswind runway.

Site 8

Site 8 is located in Blaine County 2 miles north of the Blaine County/Lincoln County boundary, approximately 8 miles south of the Timmerman Hills, 8 miles east of State Highway 75, and 7 miles west of U.S. 26/93. The *2006 Feasibility Study* originally identified Site 8. However, the independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study modified the site in an attempt to achieve a CAT-I approach.

Site 9

Site 9 is located in the northeast corner of Lincoln County approximately 2 miles south of the Blaine/Lincoln County line, 1 mile north of Burmah Road, and approximately 1 mile east of State Highway 75. The site lies adjacent to a channel of the Big Wood River and was originally identified by the *2006 Feasibility Study*. However, the independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study modified the site to address the potential need for a crosswind runway.

Site 10

Site 10 is located in Blaine County approximately 2 miles to the east of State Highway 75 and approximately 2 miles to the north-northeast of Wedge Butte. The site is situated between Wedge Butte to the south and the Timmerman Hills to the north. The *2006 Feasibility Study* originally identified the site. However, the independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study modified the site to address the potential need for a crosswind runway

Site 10a

Site 10a is a modification of Site 10 and was not part of the original *2006 Feasibility Study*. As this is a modification of Site 10, this site is referred to as Site 10a. Site 10a is situated approximately 2 miles south-southeast of Wedge Butte and 1 mile east of State Highway 75 in Blaine County.

Site 11

Site 11 is located in eastern Camas County just south of the Camas County/Blaine County boundary. The independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study adjusted the location of Site 11 from the locale identified in the *2006 Feasibility Study*. Originally located approximately 2 miles south of Moonstone Mountain, the proposed site was shifted west approximately 2.5 miles to a location 2 miles due south of the County Line Road/U.S. 20 intersection to take advantage of an existing road and bridge over Camas Creek.

Site 12

Site 12 is located in western Blaine County just east of the Camas County/Blaine County boundary. The independent review of potential replacement airport sites conducted in the 2008 EIS Phase I Panning Study adjusted the location of Site 12 from that originally identified in the *2006 Feasibility Study* to address the potential impact that Moonstone Mountain had on the viability of runway approach capabilities. Originally located approximately 0.5 mile north of U.S. 20, the proposed site was shifted south requiring realignment of U.S. 20. The site was also shifted east to keep the entire airport site and its associated RPZs within Blaine County.

Site 13

Site 13 is located in Camas County west of the Blaine/Camas County line, immediately west of Camas Creek and along the north side of U.S. 20 in Camas County. No substantial changes in location or configuration occurred to the original site, identified in the *2006 Feasibility Study*.

Site 14

Originally identified by the *2006 Feasibility Study*, Site 14 is located in Camas County, approximately 2 miles south of U.S. 20 and 1 mile to the east of State Highway 46. The site is bordered by Lincoln Avenue to the east, Five Mile Road to the west, Wylder Road to the north, and Bahr Ranch Road/Frostenson Road to the south. The independent review of potential sites conducted in the 2008 EIS Phase I Panning Study did not modify the site.

Site 15

Originally identified by the *2006 Feasibility Study*, Site 15 is located 2 miles north of Site 14. Site 15 is located in Camas County, abutting the north side of U.S. 20, with its western boundary defined by Selby Road (northerly extension of State Highway 46). The independent review of potential sites conducted in the 2008 EIS Phase I Panning Study did not modify the site.

Site 16

The *2006 Feasibility Study* originally identified Site 16. However, the independent review of potential airport sites conducted in the 2008 EIS Phase I Panning Study modified the site to incorporate the need for a crosswind runway. The site is located in Blaine County north of Site 12 along Camp Creek Road and approximately 8 miles from U.S. 20.

Site 17

Site 17 is a new site, not previously identified in the *2006 Feasibility Study*. The site is situated due south of Site 3 and north-northwest of Site 5 in the center of the Bellevue Triangle in Blaine County.

1.3 Identify Screening Criteria

The majority of the evaluation criteria identified by previous planning efforts and presented in preceding sections were reviewed and determined sufficient to evaluate the range of alternatives, therefore they will not be rehashed in this section. However, four of the more "technical" screening criteria were re-visited/updated in an effort to ensure current industry/local conditions and planning/design standards were reflected in the alternatives evaluation. These four screening criteria are defined below and used to re-evaluate each of the 18 alternatives.

- Ability to Meet Updated Airport Facility Requirements (as presented in this Master Plan)
- Ability to Prove Sponsorship/Location within Blaine County
- Expansion Opportunity
- Ability to Meet CAT I Approach Capabilities

These four screening criteria also reflect the three primary considerations that continue to drive the purpose/need for a new replacement airport and relate directly to the operation and viability of a new replacement Airport; these include:

- Provide an airport that conforms to FAA airport design standards, criteria, and orders (i.e. has a feasible location) and viable sponsor.
- Ensure the reliability of an airport serving the Wood River Region by providing approach capability that will allow operations during periods of reduced visibility. At a minimum, provide an approach capability allowing for operations down to a ceiling of 200 feet above airport elevation and one-half mile visibility.
- Ensure the ability of the Airport to accommodate growth in operational demand and in demand for new and expanded facilities.

1.3.1 Ability to Meet Updated Airport Facility Requirements

The newly drafted capacity and facility requirements presented in *Chapter C, Capacity Analysis & Facility Requirements* (completed for this Master Plan Update), were compared to all 17 replacement airport sites to ensure industry planning and design standards were still being successfully realized by the alternatives. If a specific future facility requirement was not provided by the 2015 Draft MPU, but was required for new replacement airport site, then the facility requirements developed for the EIS Phase I Plan of Study (2008) were located, verified and/or updated if needed, and then used for the purposes of this task. The following functional areas were reviewed and results are presented below:

- Airside Facility Requirements
- Landside Facility Requirements (including Support Facility Requirements)

Airside Facility Requirements

Airside facility requirements developed for the current draft Master Plan examined a multitude of physical facilities and improvements needed to safely and efficiently accommodate projected demand, including airfield dimensional criteria, approaches, NAVAIDs, lighting, and safety surfaces. Pavement strength and condition were also assessed in the facility requirements; however, do not affect the layout of the airfield at the replacement airport sites. It is however, expected that pavement strengths meet and/or exceed anticipated critical aircraft types in order to meet future demand.

AIRFIELD DIMENSIONAL CRITERIA

As part of this Master Plan Update, airfield dimensional criteria, including runway length, airfield design standards, and taxiway system standards were examined to determine whether existing facilities met current and future demands. As part of this analysis, it was determined that the airport reference code is ARC C-III. However, although portions of the existing airfield do not meet C-III requirements, it is recommended that all replacement airport site alternatives be designed to handle C-III standards. In addition, runway length was analyzed utilizing 60, 70, and 80 percent useful load factors in *Chapter C, Capacity Analysis & Facility Requirements*. The analysis determined that most, if not all, commercial aircraft currently departing from SUN take weight penalties and any future change in commercial service at SUN that incorporates larger passenger service aircraft would result in the need for additional runway length. In anticipation of replacing regional jets such as the CRJ700, larger potential replacement aircraft such as the CRJ900 and E170/175 series aircraft would also require longer runway lengths.It should be noted that the EIS Phase I Plan of Study (2008) also conducted runway length requirements from an alternative replacement siting perspective and determined new primary runway length requirements for replacement sites. Based on that Study, if full payload and fuel weight were used for the SUN runway length calculations for all the proposed aircraft, then runway takeoff lengths required for a number of the aircraft types would be above typical runway lengths at comparable airports. Therefore, several payload and fuel weight scenarios were considered in the runway length analysis and revealed a consistent runway length of 8,500 feet (on average) for the primary runway of a new airport. For alternatives with a crosswind runway, the runway length required for the crosswind runway was 6,800 feet. For the purpose of this analysis, 8,500 feet for primary runways will continue to be assumed for the 17 replacement sites. While a secondary runway was not deemed necessary (for the existing site) under the *Chapter C, Capacity Analysis & Facility Requirements*, to meet the 20-year operations forecast for the planning period, some of the replacement airport sites will require a secondary 6,800-foot crosswind runway to meet wind coverage requirements and make the alternative feasible.

Airfield design standards required for future demand at SUN were determined to comply with RDC C-III-5000, meaning all replacement sites being considered will be designed to comply with corresponding FAA standards located in AC 150/5300-13A. This includes parking and operational safety separations, safety area and zone dimensions, and runway widths. All taxiways at SUN replacement sites will also need to comply with taxiway standards ADG III and TDG 5, as presented in *Chapter C, Capacity Analysis & Facility Requirements*.

INSTRUMENT APPROACHES, NAVAIDS, AND AIRFIELD LIGHTING

A study to improve the existing Airport's limited instrument approach procedures, NAVAID equipment and capabilities, and airfield lighting is currently underway.

It is recommended that the new replacement airport sites continue to include an instrument approach procedure for (at least) the primary runway end, capable of handling CAT I operations (200-foot ceiling and ½-mile visibility) if possible. At such time that a new replacement airport is required, and if an environmentally acceptable site cannot be identified that can accommodate a CAT I approach with 200-foot ceiling and ½-mile visibility minimums, then an environmentally acceptable site should be selected with the highest CAT I approach minimums possible. In addition, all replacement airport sites should be capable of accommodating all FAA required equipment and lighting associated with the approach minimums, including all other necessary NAVAIDs, communication facilities, and weather surveillance facilities (deemed necessary by the FAA) should also be accommodated.

FAR PART 77 AND THRESHOLD SITING SURFACES

Based on FAA design guidelines, any existing or proposed, manmade or natural structures affecting the takeoff and landing operations at an airport should be analyzed using FAR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. Therefore, a FAR Part 77 analysis of the new replacement airport sites was conducted as part of the alternatives development process in the previous planning study (2008 EIS Phase I Plan of Study) – so that each alternative was configured in the most efficient and safest manner possible (at that time). Following the analysis of the alternatives, the FAA then conducted a more in depth FAA Part 77 analysis, as well as, an analysis of the Threshold Siting Surfaces at each replacement site. These results are presented in Section 1.3.4 – Ability to Meet CAT I Approach Capabilities.

APRON AREA

Chapter C, Capacity Analysis & Facility Requirements determined the existing Airport's passenger apron area will require expansion and a maximum of seven aircraft parking positions will be needed in the long-term planning period during peak operations. An apron of this size should also be accommodated by the replacement airport sites; including additional room for possible post-planning period expansion.

Landside Facility Requirements

Landside facility requirements developed for the current draft Master Plan include analyses of terminal facilities, aprons, access roads, and support facilities that affect the airside facilities, however, do not fall within the aircraft movement area of the airfield. *Chapter C, Capacity Analysis & Facility Requirements* determined the landside requirements necessary to meet existing and future demand at SUN. These requirements are presented below and reviewed in light of the 17 identified replacement airport sites.

PASSENGER TERMINAL FACILITIES

The current passenger terminal building at SUN is currently undergoing an expansion plan that allows for an overall terminal expansion of 34,150 square feet. Renovations to the terminal facilities include baggage make-up areas, security, hold rooms, concessions, baggage claim, rental car counters, terminal parking lot, and apron work such as grading, paving, lighting, and GSE parking. The renovations associated with the terminal expansion are expected to be sufficient throughout the planning period; however, all components will experience congestion during the peak hour in the later part of the planning period, if forecasted passenger levels materialize. Passenger terminal area size was examined for the replacement sites in the previous EIS Phase I Plan of Study (2008) and found that 50 acres would be sufficient for future demand at the replacement sites, with ample room for future expansion if needed. The 50 acres estimate includes the area occupied by the commercial passenger building, the terminal aircraft parking ramp, terminal circulation roadways, public parking areas, rental car ready return parking areas, and rental car service areas. This assumption meets and exceeds the requirements laid out in *Chapter C, Capacity Analysis & Facility Requirements.*

ACCESS ROADS

Chapter C, Capacity Analysis & Facility Requirements explains that the current road system that connects to the existing Airport is sufficient throughout the planning period. Ample space for a road system that offers safe and efficient travel to and from the replacement airport sites was also considered in the previous study and continues to be an adequate future benchmark.

SUPPORT FACILITIES

Proposed renovations to the existing Airport, outlined by the current Draft Master Plan suggest some alternatives with a net loss of general aviation facilities such as hangars and tie-down space. As a result, it is important that the replacement airport sites offer ample space for general aviation facilities. An approximate 25% increase in based aircraft is expected to take place over the planning period, as well as, an estimated 300 general aviation peak day (of the year) operations (90% of those being jets). In order to meet the 20-year general aviation forecast demand, an additional 400,000 SF of apron space is needed, along with 100,000 SF of hangar area and landside parking adjacent to these hangars. This reflects the expansion plans for the current Airport in Chapter D, *Existing Airport Site Alternatives* as Alternative 3. This is the only alternative that meets 100% of the

20-year general aviation forecast demand and is recommended if an alternative Airport site is selected, offering ample space for expansion.

Air cargo areas are currently sufficient, following the recent apron expansion completion. The new apron now offers nearly 53,000 square feet of apron area for cargo aircraft. This area can also accommodate additional general aviation and GSE parking when needed. This size would be sufficient for replacement sites, as well (throughout the planning period).

Maintenance facilities expansions are also planned, offering a multi-use 14,000 square-foot space for equipment storage and maintenance, ARFF, and other support facility needs and storage. This facility is expected to be sufficient throughout the planning period and the sizing should be used when planning for maintenance facilities at the replacement sites.

Facility Requirements Summary

At such time that a new replacement airport is required, the aforementioned airside, landside, and support facility requirements should be taken into account during planning. A summary, shown in **Table 1.3-1**, is provided below that lists all physical facility components recommended for a replacement airport and approximate "opening day" square footages/units.

Table 1.3-1
REPLACEMENT AIRPORT- FACILITY REQUIREMENTS

REPLACEMENT AIRPORT REQUIRED (PHYSICAL) FACILITIES	
FACILITY DESCRIPTION	**SQUARE FEET**
Terminal/Concourse	21,000
Air Traffic Control Tower (ATCT)	13,000
Fuel Farm	12,000
Fixed Business Operations (FBO) Facilities/Area	102,000
Corporate General Aviation - Medium Size Hangars	8,000 each
Corporate General Aviation - Large Size Hangars	32,000 each
Snow/Maintenance/ARFF/Airport Ops Facilities/Area	32,000
Tie Down Apron (large enough for 60 tie downs)	-
Rental Car Maintenance with Fueling Station Facility/Area	42,000
T-Hangars (multi-unit; approx. 14 units)	21,000 each
Condo Hangars (multi-unit; approx. 10 units)	4,000 each
U.S.F.S./BLM (Bureau of Land Management) Operations	5,000 each
Self Service Fueling Area	2,000
Cargo Facilities/Area	7,000
Aeronautical Development Expansion Area	750,000

Source: Landrum & Brown, June 2015.

All 17-replacement airport sites are capable of accommodating the facility requirements set forth in *Chapter C, Capacity Analysis & Facility Requirements* of this current Draft Master Plan Update and all FAA standards set forth in AC 5300-13a. Based on this re-evaluation of airport facility requirements, all 17 sites will move onto the next level of screening (see **Table 1.3-2**).

1.3.1 Ability to Prove Sponsorship/Location within Blaine County

A joint-partnership between the City of Hailey and Blaine County currently provides sponsorship to the existing SUN Airport; providing financial and organizational capacity to construct projects, operate, and manage the Airport. However, several of the alternative replacement Airport sites are not located within Blaine County so the current joint-partnership would not apply to those sites. Therefore, shortly after the EIS Phase I Plan of Study (2008) was completed, it was determined that a practical sponsor for each Airport site must be established and must have the financial and organizational capability to construct, operate, and manage the Airport on that site for the site to be considered feasible. As a result, formal letters were requested on behalf of any governing bodies wishing to sponsor an Airport alternative site. In some cases, there was no response. Letters that were received at that time, either (1) indicated no interest in or financial capability to sponsor an airport, or (2) indicated an interest in sponsoring an airport, but no proof of financial capability to build, own, and operate an airport was provided. None of the counties or cities contacted Blaine County indicating an interest in participating in a joint or regional sponsorship. Therefore, it was determined at that time that the FMAA/Blaine County partnership was the only viable sponsor for a replacement airport to SUN.

Based on this information, if no governing body could be identified to provide sponsorship for an Airport alternative site, then the site was eliminated and not analyzed further. Therefore, five sites (9, 11, 13, 14, and 15) in the Counties of Lincoln and Camas were eliminated from further study (see Table 1.3-1).

1.3.2 Expansion Opportunity

As the ability to accommodate growing demand decreases at the existing Airport site, it drives home the importance of considering and providing for expansion opportunities when looking at Airport alternative sites. The Wood River Valley is continuing to grow with both residents and tourists and with that growth comes increased aircraft activity and demand for airport facilities. The ability to accommodate not only existing demand but also future long-term demand is critical for any Airport alternative site. There is no point in building an Airport in a different location that has no room for expansion.

It has been determined that all twelve remaining new replacement airport sites have adequate land available to accommodate future expansion opportunities when the time comes (see Table 1.3-1).

Table 1.3-2
SUMMARY OF NEW REPLACMENT AIRPORT SITE ALTERNATIVES

Alternative Site	Ability to Meet Design Standards, Criteria, and Orders	Located within Blaine County	Ability to Accommodate Future Demand	Ability to Meet Category I Approach (no minimums specified)	Ability to Meet Category I Approach and Missed Approach (200-foot ceiling and ½-mile visibility)	Reasonable Alternative
Site 2	Pass	Pass	Pass	Fail	NA	Fail
Site 3	Pass	Pass	Pass	Fail	NA	Fail
Site 4	Pass	Pass	Pass	Pass	Fail	Fail
Site 5	Pass	Pass	Pass	Pass	Fail	Fail
Site 6	Pass	Pass	Pass	Pass	Fail	Fail
Site 7	Pass	Pass	Pass	Pass	Fail	Fail
Site 8	Pass	Pass	Pass	Pass	Fail	Fail
Site 9	Pass	Fail	NA	NA	NA	Fail
Site 10	Pass	Pass	Pass	Pass	Fail	Fail
Site 10a	Pass	Pass	Pass	Pass	Pass	Pass
Site 11	Pass	Fail	NA	NA	NA	Fail
Site 12	Pass	Pass	Pass	Pass	Pass	Pass
Site 13	Pass	Fail	NA	NA	NA	Fail
Site 14	Pass	Fail	NA	NA	NA	Fail
Site 15	Pass	Fail	NA	NA	NA	Fail
Site 16	Pass	Pass	Pass	Fail	NA	Fail
Site 17	Pass	Pass	Pass	Fail	NA	Fail

Notes:
NA – Site was not evaluated for the screening criteria because it "failed" a previous screening criteria.
Source: Landrum & Brown, 2015.

1.3.3 Ability to Meet CAT I Approach Capabilities

Air service reliability continues to be one of the primary factors in the need for an airport to replace SUN. "Air service reliability" applies to both commercial aviation and all facets of GA; both segments of the aviation community need to be able to reasonably access the Airport during periods of reduced visibility. The current Airport experiences substantial periods, particularly during winter months, when the Airport is closed due to the high operational minimums required by the surrounding topography. According to the FMAA, the capability to accommodate a CAT I approach (no minimums specified) is deemed a necessity to ensure a reasonable level of operational reliability for a replacement commercial service airport. According to the FAA, the capability to accommodate a "full" CAT I approach, which includes a 200-foot ceiling and ½-mile visibility and the associated missed approach procedure, is deemed a necessity to ensure a reasonable level of operational reliability for a replacement commercial service airport. Therefore, this section evaluates each of the remaining sites to determine if they are capable of providing for a CAT I approach (no minimums specified) and a full CAT I (200-foot ceiling and ½-mile visibility and the associated missed approach procedure). Table 1.3-1 summarizes this evaluation.

Based on the evaluation, of the twelve remaining sites, only sites 4, 5, 6, 7, 8, 10, 10a, 12, and 17 have runways capable of providing some form of a CAT I approach (albeit, maybe not a 200-foot ceiling and ½-mile visibility), as illustrated in **Table 1.3-3**. Sites 2, 3, and 16 are the only three sites (of the twelve) that could not provide at least one CAT I approach regardless of the ceiling or visibility minimums; therefore, these three sites were eliminated from further consideration. The nine remaining sites were then evaluated to determine if they could meet the "full" CAT I minimums of a 200-foot ceiling and ½-mile visibility; Sites 10a and 12 are the only two replacement airport alternatives that could a provide 200-foot ceiling with ½-mile visibility minimums.

Table 1.3-3
AIRPORT ALTERNATIVE SITES - CAT I CAPABILITIES

CAT I Capabilities						
Site #	Primary Runway End			Secondary Runway End		
	Runway End	Ceiling (ft)	Visibility (miles)	Runway End	Ceiling (ft)	Visibility (miles)
Site 10a	**7**	**200**	**1/2**	**25**	**250**	**1**
Site 12	**27**	**200**	**1/2**	**9**	**618**	**1 5/8**
Site 6	13	247	1	31	1511	3
Site 7	11	250	3/4	29	250	1
Site 8	8	250	1	26	250	1
Site 10	32	250	1	14	N/A	N/A
Site 17	29	418	7/8	11	N/A	N/A
Site 4	26	493	1 1/4	8	1,148	3
Site 5	8	1,440	3	26	N/A	N/A

Notes: N/A- The Site cannot accommodate a CAT I approach
Sites in green indicate they meet the full CAT I approach minimums (with 200-foot ceiling and ½-mile visibility)
Source: Landrum & Brown, 2015.

1.4 Summary – Based on Category I Approach and Missed Approach with a 200-foot Ceiling and ½-mile Visibility

The EIS Phase I Plan of Study (2008) identified Sites 4, 10A, and 12 to be carried forward into the EIS process for further evaluation. However, based on additional analysis conducted by the FAA Flight Procedures Office (FPO) shortly following the completion of the 2008 EIS Phase I Plan of Study, it was determined that Site 4's Runway 8 would actually have a 1,148-foot ceiling and 3-mile visibility and Runway 26 would have 493-foot ceiling and a 1¼-mile visibility. Therefore, only Sites 10A and 12 ended up having full CAT I approach capability. As a result, of the 17 new replacement airport sites, only sites 10a and 12:

1. have the ability to meet design standards, criteria and orders,
2. are capable of having a viable sponsor,
3. have the ability to accommodate future demand, and
4. provide for a Category I approach and missed approach with a 200-foot ceiling and ½-mile visibility.

As previously mentioned, these four criteria closely mirror/reflect the three primary considerations that continually drive the purpose/need identified by every replacement airport siting study done for SUN; these considerations include:

- Provide an airport that conforms to FAA airport design standards, criteria, and orders (i.e. has a feasible location) and viable sponsor.
- Ensure the reliability of an airport serving the Wood River Region by providing approach capability that will allow operations during periods of reduced visibility. At a minimum, provide an approach capability allowing for operations down to a ceiling of 200 feet above airport elevation and one-half mile visibility.
- Ensure the ability of the Airport to accommodate growth in operational demand and in demand for new and expanded facilities.

The following is a summary description of Replacement Airport Sites 10a and 12.

SITE 10A

Site 10a, depicted in **Exhibit 1.4-1**, consists of a southerly shift and realignment of Site 10, from the *2006 Feasibility Study*, moving the airport from the north side of Wedge Butte to the south side of the butte. However, it remains within the geographic area described in the Blaine County Commission resolution identifying the Sponsor's Proposed Airport site in the area on or around Site 10, south of the Timmerman Hills, and east of State Highway 75. This is a modification of the Sonners Flat site referenced as Site 10 in the Site Selection and Feasibility Study. Therefore, it is referred to as Site 10a. Site 10a takes advantage of the large expanse of high mountain desert that lies between the Blaine County/Lincoln County boundary to the south and Wedge Butte and the Timmerman Hills to the north.

The center of Site 10a is approximately 2 miles south-southeast of Wedge Butte and 1.5 miles east of State Highway 75. The site encompasses an estimated 1,532 acres of land, all of which is under the management of the BLM. Access to the site is via State Highway 75 and a proposed new access road that would extend approximately 1.5 miles east from State Highway 75 to the terminal development area. Given the identified location of Site 10a, the airport would be approximately 22 miles from the entrance into SUN.

The initial layout of the site considered the results of a limited wind-monitoring program conducted during the *2006 Feasibility Study*. The wind monitoring equipment was located near the Blaine County/Lincoln County boundary, east of State Highway 75, and southwest of the general vicinity of Site 10a. The results of this preliminary effort suggested that winds in the general vicinity of the site could necessitate the need for a crosswind runway to conform to FAA's recommended wind coverage criteria.

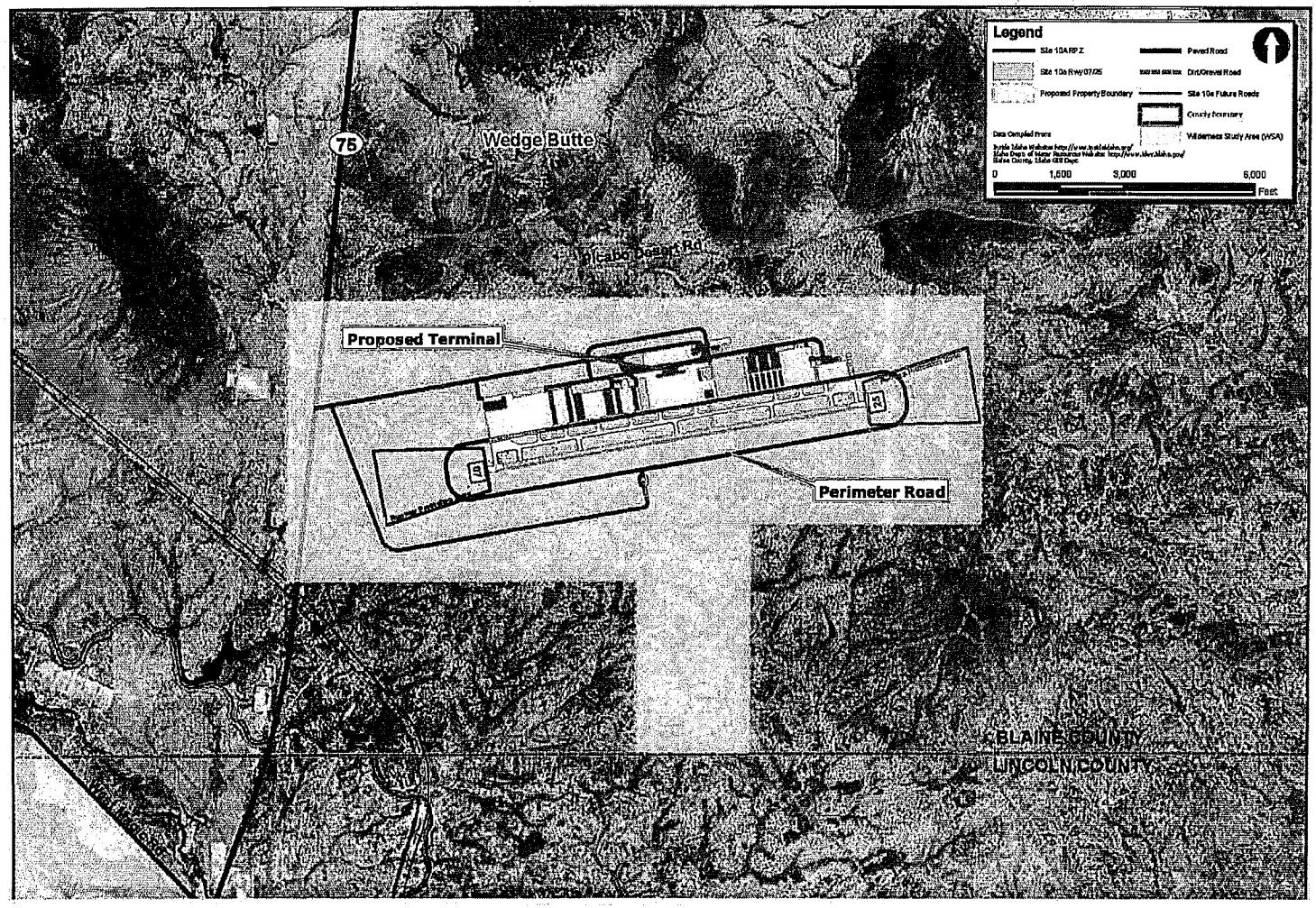
Following the 2008 EIS Phase I Planning Study and during the course of the EIS analysis (which was eventually terminated), a weather station was placed to the immediate east of Site 10a to gather detailed information relative to wind direction, velocity, ceiling, and visibility. The FAA collected data for 20 months from November 2008 through June 2010. Based on this data, the FAA determined that a crosswind runway was not necessary at Site 10a. Given this determination, the alignment of the runway shifted approximately 2,300 feet to the east to better conform to the site topography. The layout of the site also considered the elevation of several buttes in areas around the proposed site as it related to the development of approaches to both runway ends. Based on these factors, the runway was aligned along an approximate 070-degree by 250-degree orientation. In addition, the weather station verified that the airport would remain operational 98.1 percent of the time with a CAT-I instrument approach system. As previously described, CAT-I approaches can be accommodated to both ends of the runway at Site 10a. Although, only Runway 7 could achieve a CAT-I approach with a 200-foot ceiling and ½-mile visibility.

The aviation development area for Site 10a is along the north side of the runway along with the terminal, GA area, and most of the airport support uses. The ATCT would likely be situated on the southern side of the runway. In addition, land would be reserved on the south side of the runway alignment, within the defined airport property boundary, to accommodate future demand that might occur well into the future when the area on the north side of the runway is built out.

Site 10a slopes from the north-northeast to the south-southwest towards the Big Wood River. Within the limits of the site, the extent of change in elevation is approximately 100 feet, taking into consideration the 1,000-foot Runway Safety Areas (RSAs) off each runway end. The construction of the runway would have to address longitudinal grade requirements contained in FAA guidance. This would necessitate cutting and moving material (earth).

Over the course of the 8,500-foot long Runway 7/25, the existing land elevations range from 4,830 feet Mean Sea Level (MSL) at the east runway end to 4,755 feet MSL at the west end of the runway.

Exhibit 1.4-1
SITE 10A-DETAILED LAYOUT



Source: Landrum & Brown Analysis, 2010.

SITE 12

Site 12, depicted in **Exhibit 1.4-2**, is located in western Blaine County just east of the Camas County/Blaine County boundary. Site 12 is located approximately 26 miles from the existing SUN. Following the 2008 EIS Phase I Planning Study and during the course of the EIS analysis (which was eventually terminated), the Site 12 proposed airport configuration was modified slightly from that proposed by the *2006 Feasibility Study*. The airport location in the *2006 Feasibility Study* was further to the north and slightly west of the airport configuration that the subsequently identified. Shifting the airport south and east within the general limits of Site 12, addressed a key flaw, the inability to accommodate instrument approaches that had limited the original Site 12 concept. With the refinement of the concept, there was the need to incorporate an approximate 2-mile realignment of U.S. 20 into the development of the airport site and the associated utilities and facilities that extend along the relocated roadway.

Site 12 is located on private property owned by five different parties. The site has been both cultivated and used for grazing purposes in the past, with the exception of a portion that is within the right of way for U.S. 20. As configured, Site 12 encompasses approximately 1,296 acres of land; including land required for the relocation of U.S. 20 and the associated realigned rights of way around the southern boundary of the proposed airport site.

Using 20 years of historic wind direction and velocity information from an Agrimet weather station located immediately west of Fairfield, it was determined that a single east-west runway would meet FAA wind coverage criteria. Site 12 and its associated runway are oriented along an estimated 090-degree/270-degree alignment. Additionally, following the 2008 EIS Phase I Planning Study, the FAA placed a weather station near the vicinity of Site 12 to gather detailed information relative to wind direction, velocity, ceiling, and visibility. The FAA collected data for 20 months from November 2008 through June 2010. The data confirmed that a crosswind runway was not necessary nor warranted at Site 12. In addition, the weather station verified that the airport would remain operational 93.6 percent of the time with a CAT-I instrument approach system. As previously described, CAT-I approaches can be accommodated to both ends of the runway at Site 12. Although, only Runway 9 could achieve a CAT-I approach with a 200-foot ceiling and ½-mile visibility.

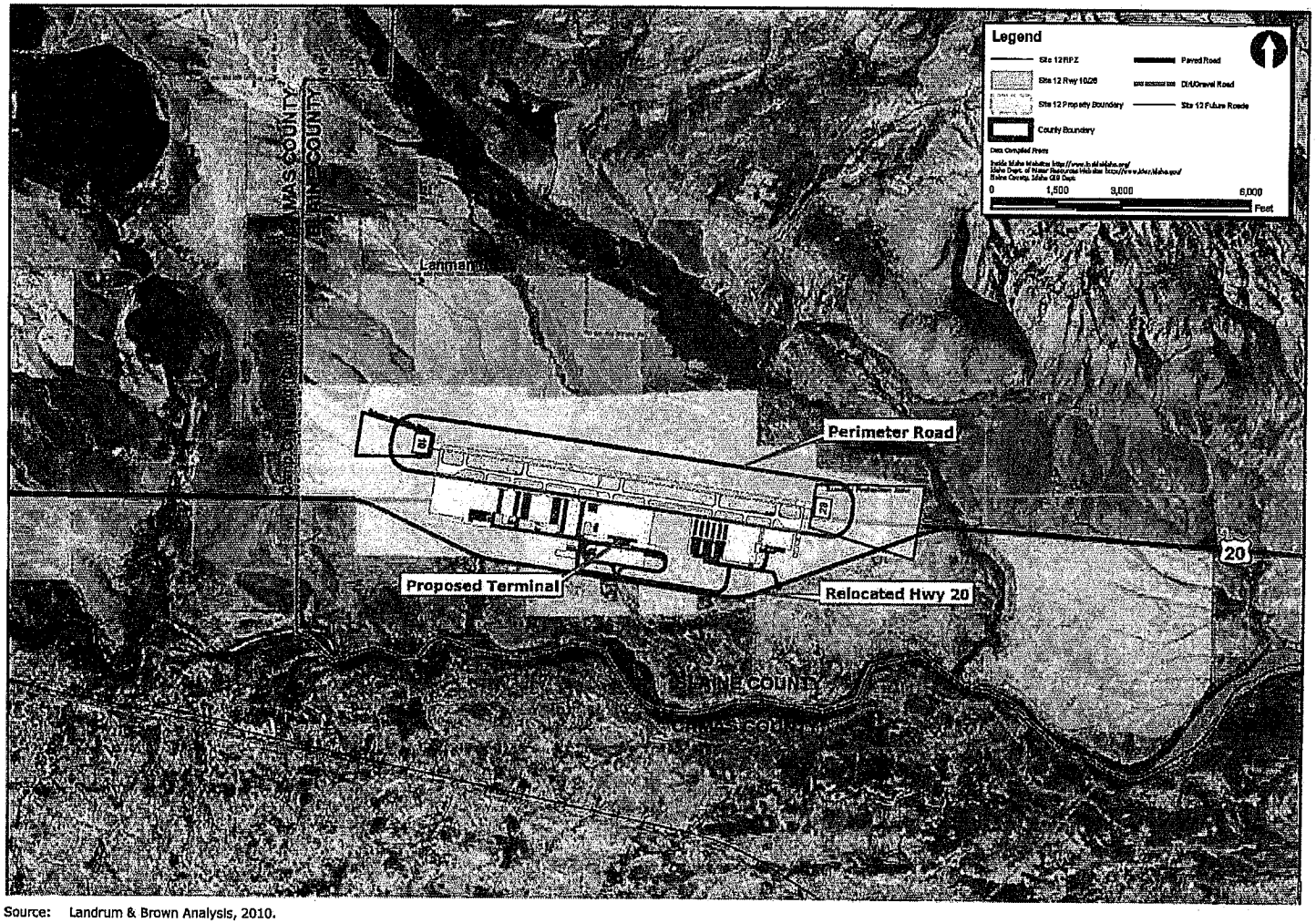
The land area beyond the runway end to the east is generally level, with rising topography only occurring to the north of the site and in the area east of the Magic Reservoir (approximately 3.6 nautical miles from the runway end). West of the site, the land is level with the extended centerline not impacting rising topography for at least 9 nautical miles from the western end of the runway.

The conceptual airport layout plan for an airport at Site 12 proposes aviation-related development along the south side of the runway, allowing direct access to realigned U.S. 20. In addition, the planning conceptually identified two points of access from U.S. 20. The first would be located near the eastern end of the site and would provide access into the FBO and GA areas. The second would consist of a short access roadway, one- to two-tenths of a mile in length from U.S.

20 to the terminal area. The two roadways would connect and all would be contained within the airport boundary. Land was reserved, within the proposed airport property boundary, on the north side of the runway to meet long-term growth. The long-term growth is beyond which could be accommodated along the southern side of the runway. The conceptual layout provides access to property on the north side of the airport either by a roadway off U.S. 20, or by a short access road extending from County Line Road on the western end of the airport site to the property development north of the runway alignment.

The natural elevation along the alignment of the proposed runway ranges between 5,005 feet MSL on the western end to a high of 4,965 feet MSL at the east end. The general topography of the site falls from north-northwest to south-southeast.

Exhibit 1.4-2
SITE 12-DETAILED LAYOUT



Source: Landrum & Brown Analysis, 2010.

1.5 Summary of Alternative Evaluation Considerations

The summary presented in Section 1.4 is based on information available from previous planning efforts and the update of four specific criteria: (1) ability to meet design standards, criteria and orders, (2) capable of having a viable sponsor, (3) ability to accommodate future demand, and (4) providing for Category I approach and missed approach capability with a 200-foot ceiling and ½-mile visibility. While this is a thorough and defendable approach resulting in a solid conclusion, this summary of Alternative Evaluation Considerations explores the possibility of a different overall result based on altering screening criteria/assumptions that could influence future evaluations of potential replacement airport sites. The screening criteria/assumptions that are being challenged in this summary include the following:

- It is unlikely that any site located on land controlled by the Bureau of Land Management (BLM) will survive an environmental impact/analysis process due to the associated regulatory process.
- Accepting a replacement airport site that provides for better minimums than the existing SUN (but not a "full" Category I Approach and Missed Approach) is better than the existing situation.
- Site 17's runway orientation could be rotated slightly to achieve "full" Category I approach and missed approach capability.

The aforementioned assumptions are described below.

Due to the Bureau of Land Management (BLM) regulatory process, it is unlikely that any new replacement airport site located on BLM land would be environmentally approved and implemented. Given this inevitability, it is recommended that a new evaluation criteria be added to the screening process; BLM Land vs. Non-BLM Land. Based on this new criteria, if any or a portion of a new replacement airport site is located on BLM land it will "fail" to move forward in the screening process. Of the 17 sites, eight are located on BLM land (Sites 6, 7, 8, 9, 10, 10a, 11, and 16) so they would be eliminated from further consideration. The alternative evaluation/screening summary has been revised to reflect this new criterion and is presented in **Table 1.5-1**.

It would be preferable to build a new replacement airport with the ability to accommodate an instrument approach procedure for the primary runway end, capable of CAT I operations (200-foot ceiling and ½-mile visibility). If a replacement airport site could be identified that was capable of providing a CAT I approach with higher visibility minimums, and was an excellent candidate site in all other regards, the FMAA might want to consider the site(s). Especially if the site(s) had, an overall better ceiling/visibility and was operationally safer than the existing location. Of course, the FAA would have to agree to the justification as well, since federal funds would be required to develop the replacement airport. If this viewpoint is given merit, the evaluation process would require that an alternative not only "fail" the Category I Approach criteria (either the "no minimums specified"

or "full"), but would also have to exhibit another fatal flaw or fail another screening criteria to be eliminated as a potential replacement airport site.

As previously mentioned, during an additional analysis conducted by the FAA FPO shortly following the completion of the 2008 EIS Phase I Plan of Study, it was determined that Site 17's runway orientation could possibly be rotated approximately 5% to achieve "full" CAT I capability. The other sites analyzed by the FAA FPO (Sites 4, 5, 6, 7, 8, 10, 10a, and 12) would not benefit from a similar adjustment.

Table 1.5-1 presents a summary of this alternative evaluation/screening scenario. A site "Fails" to be a "Reasonable Alternative" if it "fails" more than one evaluation criteria; it earns a "Fail/Pass" if it only "fails" one evaluation criteria.

Reading from left to right on the evaluation summary, Sites 2 through 17 (including 10a) all meet FAA design standards, criteria, and orders, and have the ability to accommodate future demand. Sites 9, 11, 13, 14, and 15 do not have a sponsor and eliminated from further consideration. Eight of the sites are located on BLM land (Sites 6, 7, 8, 9, 10, 10a, 11, and 16) and could be eliminated from further consideration.

This leaves six sites remaining; Sites 2, 3, 4, 5, 12, and 17. Sites 2 and 3 cannot provide for at least one CAT I approach regardless of the ceiling or visibility minimums; therefore, these two sites could be eliminated from further consideration.

Of the four remaining sites, only Site 12 is able to meet and pass all evaluation criteria. Sites 4, 5, and 17 each only failed the "full" Category I Approach criteria. However, Site 4 has very high ceiling/minimums for a Category I Approach and cannot be easily adjusted to improve the situation. Site 5 can only have one CAT I capable approach on the Runway 8 approach end and it cannot be adjusted to achieve "full" CAT I minimums.

In addition, a substantial portion of Sites 4 and 5 are located in jurisdictional wetlands. The Clean Water Action, Section 404 (b) (1) Guidelines limits the US Army Corp of Engineers to permitting the least environmentally damaging practicable alternative to accomplish the project purpose. Therefore, because it is likely there are other sites that would accomplish the need and do not impact the wetlands, or have minor impacts to wetlands, it would be extremely difficult to obtain a permit to impact the wetlands on Sites 4 and 5.

Since the FAA FPO determined that Site 17 might be able to be rotated by approximately 5 degrees to make it a feasible alternative, it is recommended that at the time the Airport sponsor chooses to further investigate the possibility of replacing the existing Airport, Site 17 should be fully vetted with the FAA FPO. The FAA FPO can use their modeling tools to determine if there is a modification that could be made to the Site (based on current wind data) that would make the Site a viable alternative.

Table 1.5-1
ALTERNATIVE SUMMARY - NEW REPLACMENT AIRPORT SITE ALTERNATIVES

Alternative Site	Ability to Meet Design Standards, Criteria, and Orders	Ability to Accommodate Future Demand	Located within Blaine County	Located on Private Property (no BLM Land Required)	Ability to Meet Category I Approach (no minimums specified)	Ability to Meet Category I Approach and Missed Approach (200-foot ceiling and ½-mile visibility)	Reasonable Alternative
Site 2	Pass	Pass	Pass	Pass	Fail	Fail	Fail
Site 3	Pass	Pass	Pass	Pass	Fail	Fail	Fail
Site 4	Pass	Pass	Pass	Pass	Pass	Fail	Fail/Pass
Site 5	Pass	Pass	Pass	Pass	Pass	Fail	Fail/Pass
Site 6	Pass	Pass	Pass	Fail	Pass	Fail	Fail
Site 7	Pass	Pass	Pass	Fail	Pass	Fail	Fail
Site 8	Pass	Pass	Pass	Fail	Pass	Fail	Fail
Site 9	Pass	Pass	Fail	Fail	Fail	Fail	Fail
Site 10	Pass	Pass	Pass	Fail	Pass	Fail	Fail
Site 10a	Pass	Pass	Pass	Fail	Pass	Pass	Fail
Site 11	Pass	Pass	Fail	Fail	Fail	Fail	Fail
Site 12	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Site 13	Pass	Pass	Fail	Pass	Fail	Fail	Fail
Site 14	Pass	Pass	Fail	Pass	Fail	Fail	Fail
Site 15	Pass	Pass	Fail	Pass	Fail	Fail	Fail
Site 16	Pass	Pass	Pass	Fail	Fail	Fail	Fail
Site 17	Pass	Pass	Pass	Pass	Pass	Fail/Pass	Fail/Pass

Notes:

1. Site Fails as a "Reasonable Alternative" if it Fails more than one category. Site earns a Fail/Pass if it only Fails one category.
2. Sites 2 through 17 (including 10a) all meet design standards, criteria, and orders, and have the ability to accommodate future demand.
3. Sites 4 and 5 can achieve a CAT I approach (no minimums specified), but not Full CAT I approach; if it's decided that a CAT I approach (no minimums specified) is acceptable then Sites 4 and 5 could be feasible. However, the CAT I minimums that can be achieved are very high and there are still possible environmental issues.
4. Based on the FAA's FPO review of Site 17, following the completion of the 2008 EIS Phase I Planning Study, it might be possible to rotate the proposed runway alignment by 5 degrees and achieve a "full" Category I Approach and Missed Approach (200-foot ceiling and ½-mile visibility). This is not true for the other sites.

Based on this optional evaluation scenario, Site 12 is the most viable, followed by Site 17 (if it can be adjusted to achieve a "full" Category I Approach), Site 4 (if higher Category I Approach ceilings/minimums are acceptable to the FAA), and then Site 5 (if only one CAT I Approach is acceptable and it has high ceiling/minimums).

DRAFT

To: FMAA Board of Directors

ATTACHMENT #10

Marc McFarland, Mead and Hunt

The public was told we could make comments this month on MP Chapter D, a Chapter that has not yet been fully written. We were also told that no discussion of Chapter D, or its content, would occur in October. And yet, without that information, we are told we can make comments on what is supposed to ultimately delineate the options addressing alternatives at the existing location of FMA, a critical Chapter for all of South valley! Baffling procedure to say the least!

Because I do not favor expansion, in any manner, and fear expansion(s) may well be included in the MP as an option going forward, I submit the following data to refute expansion.

FAA's Jason Pitts, in 2009, confirms that 'feasibility of technological improvements at the existing airport do not exist'. Donna Taylor, recently retired from the FAA, came to these same conclusions, addressing FMA's location surrounded by precipitous terrain. So many more studies, endless reports, time and resources have been poured into FMA when economics, beside reliability and safety, all point to relocation.

If economics were the over-riding issue (as many would have you believe), one should look at the Landrum and Brown and TranSystems, report that concludes relocation less than 30 minutes away would add over *$30M new revenue annually* and create 500 new jobs. http://www.flysvra.com/progress/studies.html). How could such positive results be ignored? Could it be a matter of disregarding the many for the convenience of a few?

In April of this year, a petition was put on line. That petition quickly garnered over 200 signatures of residences who oppose expansion, realizing their day-to-day lives would be forever changed. Don't ignore these people. Don't dismiss their valid concerns. Don't put aside the JPA but instead enforce the honorable, sensible intent of those originators.

We have reached that point where no expansion but relocation, and only relocation, should be pursued, especially now that 2005 RSA mandates have been met.

Mead and Hunt engineer stated, at the end of the September FMAA meeting, don't put anything in the Master Plan that you don't plan to do. Please, heed his advice. If economics, but more importantly the safety of South valley residents really matters, options for expansion should not be included in the Master Plan.

Donna Serrano

321 Melrose, Bellevue

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April Matlock

Subject: FW: Public Comment on Airport Impacts to Hailey

From: Heather Dawson [mailto:heather.dawson@haileycityhall.org]
Sent: Thursday, October 22, 2015 8:20 AM
To: jgreenberg@co.blaine.id.us; Angenie McCleary (AMcCleary@co.blaine.id.us) <AMcCleary@co.blaine.id.us>; Lawrence Schoen <lschoen@co.blaine.id.us>; fafairfax@aol.com; pat cooley <pat.cooley@haileycityhall.org>; Don Keirn (doniidaho@cox.net) <doniidaho@cox.net>
Cc: April Matlock <April@flyfma.com>; Rick Baird <Rick@flyfma.com>; Haemmerle Fritz (fxh@haemlaw.com) <fxh@haemlaw.com>
Subject: Public Comment on Airport Impacts to Hailey

Friedman Memorial Airport Authority Board and Staff,

Please consider the correspondence below, received by Mayor Haemmerle. He and Svea Grover wish to share it with you.

Heather Dawson
Hailey City Administrator

From: Svea Grover [mailto:svearae@msn.com]
Sent: Tuesday, October 20, 2015 9:03 PM
To: Heather Dawson
Subject: please forward to Mayor Haemmerle

Dear Mayor Haemmerle,

I just wanted to say **thank you** for continuing to advocate for the those of us who ultimately want to see the airport moved out of our neighborhoods. I know the opposition is fierce to even considering a move, but I appreciate you continually fighting for what you know is right and for what many of your constituents were and still are passionate about!

As a homeowner right in Foxmoor, we were of course aware that we purchased a home that would have some aircraft noise for some years to come. That was 10 + years ago however, when all talk was about moving the airport - soon! Now we are victims of expansions, larger planes and a higher frequency of air traffic noise and air pollution. The interests of our North Valley seem to have taken all precedent over those of us who are directly and daily affected.
Things I'm concerned about these days:
I'm very worried about the frequent smell of jet fuel in the air in my yard/vegetable garden - what are the long term effects of this on my families' health? Has there been any kind of air quality study recently? Jet fuel can be smelled very often at Hailey Elem. as well - exposure of 300+ children daily! I would very much like to know if studies have been done and how we can access them and if not - WHY Not? I'm also concerned about the value of my house declining as we continue to allow more flights to land at this ill equipped airport. Some days the time that jets spend idling on the tarmac seems endless - conversations have to stop, things rattle in

the cupboards at takeoff. Of course the potential of an actual catastrophic plane crash is high on my list of worries as well!

We of course enjoy the convenience of this local airport at times too - when flights are running and with the new limited schedules, when we can make it work. My husband travels constantly and moving the airport would be an inconvenience in our world for sure. However, the health, safety and noise concerns by far surpass those inconveniences. I understand the concerns of the businesses to our north, but it seems to me that there are other ski resort areas doing just fine with an airport 45 or so minutes away....if you have a good product, I think they will come.

Sorry, this truly was meant to be more of a thank you. Please keep fighting to have this airport moved.
Warm regards,
Svea Grover
911 Eastridge Dr. Hailey

Return to Agenda

AGENDA ITEM SUMMARY

DATE 11/02/15 **DEPARTMENT:** __PW - Streets__ **DEPT. HEAD SIGNATURE:** __MM_____

SUBJECT: Discussion on stop sign relocation at Bullion and 3rd Ave.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
HISTORY: The recent Bullion and 4th install was initiated by a complaint from a nearby residence regarding speeding vehicles. There were a series of cross-departmental discussions that lead to miscommunication and these two signs, while intended to be temporary to study the effects more closely, were installed permanently.

We had received two complaints regarding the new stop signs, but at that time, they were only temporary. This has accelerated staffs review of the signs and has made staff consider our overall stop sign evaluation procedure and approach. As a result, the stop signs at the intersection of 3rd Ave. and Bullion need to be evaluated in context with surrounding stop signs, specifically along Croy and Bullion Streets and the cross streets running north and south, such as 1st – 4th Avenues. See attached stop sign map, indicating the placement of existing stop signs along Croy and Bullion Streets.

SEPTEMBER 21st COUNCIL MEETING: The Mayor and Council discussed a recent stop sign installation on Bullion St. at the intersection of 4th Ave, which made Bullion and 4th a four-way stop. It was decided that the Bullion and 4th Ave. stop signs would remain and it was proposed that the Bullion St. stop signs at the 3rd Ave. intersection be relocated to stop traffic at 3rd Ave., instead of Bullion St.

PROPOSAL: The purpose of this Council Meeting on November 2nd is to review the Title 18 guidelines and evaluate the stop sign location change, listen to feedback regarding the proposed change during the public comment period, and decide if relocation to 3rd Ave. is appropriate.

Property owners within 300 ft. of the Bullion St. and 3rd Ave. intersection were notified of the proposed change. A copy of the notice is attached.

The City does have guidelines in Title 18 - Mobility Design Ordinance. These guidelines should be evaluated and considered, prior to installation. The Council should also review staff's evaluation prior to any new installation. It is important to carefully evaluate stop sign installations and determine whether there are criteria that warrant the installation versus simply responding to citizen complaints or requests. Data should be gathered and in some cases it may be warranted to have engineered studies conducted. There are other approaches that can be taken to address speed or traffic volume complaints as well, including increased enforcement. The decision to install a stop sign or other traffic calming measure should follow established best practices and engineered traffic studies.

The most recent Transportation Master Plan, completed in 2007, designates Bullion, Woodside and Buttercup as collectors/minor arterials in Hailey. Main Street/HWY 75 is the only major arterial. Croy is considered a collector. The avenues intersecting Bullion and Croy would be considered either a local or collector street. These designations are fairly consistent with Title 18, Mobility Design, of the Hailey Municipal Code. Below is a section of Title 18, which describes the classification system in more detail.

18.06.010 Street Classifications, Types and Designations.
A. Street Classification. Streets within the City are classified as arterials, collectors or local. Each Street Classification is described in the following table:

	Arterial	*Collector*	*Local*
Functions	• *Provides regional connections.* • *Serves major business areas.* • *Serves truck routes.*	• *Connects to major arterials and commercial centers.* • *Serves some truck routes.* • *Collect neighborhood traffic and feed it into other collectors and arterials.* • *Access to schools, parks, etc.*	• *Access to individual properties.* • *May provide on-street parking.*
Access Control	*Partially controlled*	*Limited to abutting lots not fronting on local streets*	*Relatively unlimited*
Typical Daily Volume	*Over 10,000*	*500 to 2,000*	*Under 1,000*
Managed Speed	*25-55 mph*	*20-35 mph*	*20-25 mph*

A street's classification may be revised if the typical daily volume changes over time or may be revised based on reasonable anticipated uses which would use the street.

In Title 18, a series of traffic calming measures and evaluation criteria are described to help guide discussions and decision making (staff's remarks addressing each criterion is shown in bold text).

A. *Measures. The following traffic calming measures are acceptable for the Street Type and Classification indicated in the following table:*

	Collector	***Local***
Business	• *Stop Signs* • *Neckdowns and Chokers* • *Roundabouts* • *Bulbouts*	• *Raised Intersections* • *Speed Humps* • *Chicanes/Lateral Shifts (curb extensions that alternate from one side of the roadway to the other, forming s-shaped curves),* • *Neckdowns/Chokers (curb extensions at intersections that reduce curb-to-curb roadway travel lane widths),* • *Neighborhood Roundabouts*
Residential	• *Stop Signs* • *Neckdowns and Chokers* • *Roundabouts*	• *Raised Intersections* • *Speed Humps* • *Chicanes/Lateral Shifts (curb extensions that alternate from one side of the roadway to the other, forming s-shaped curves),* • *Neckdowns/Chokers (curb extensions at intersections that reduce curb-to-curb roadway travel lane widths),* • *Neighborhood Roundabouts*

B. Traffic Calming Evaluation Procedure. The Commission or Council shall consider the following in determining whether a traffic calming measure is installed.

1. Stop signs

a. Installation of a stop sign may be warranted if an intersection meets at least one of the following criteria:

i) A visual obstruction is within 100 feet of the intersection and prevents a clear view of the intersection; obstructions may be removed to resolve the problem. **The Street Division has trimmed trees back at various intersections along Bullion St. Including Bullion St. and 3rd Ave.**

ii) The streets intersect at angles less than 80 degrees and/or have a slope of more than 5% within 100 feet of the intersection. **This does not apply to 3rd and Bullion.**

iii) The intersection experiences traffic flows in excess of 1,000 vehicles per day. **This criterion applies to this intersection. Traffic counts were measured by staff, on 3rd Ave., just south of the Bullion St. intersection from October 8th (Thursday) to October 13th (Tuesday). The average weekday count was 668 and the average weekend count was 548 vehicles. The average speed was 20.4 MPH, with a top speed of 37 MPH. Traffic counts were also measured on Bullion St. from October 16th (Friday) to October 20th (Tuesday), just west of the 3rd Ave. intersection. The average weekday count was 1273 and the average weekend count was 1101 vehicles. The average speed was 20.4 MPH, with a top speed of 111 MPH, which is likely the result of a reporting error.**

iv) A public school is within 660 feet of the intersection. **This criterion does not apply.**

v) A public park or other public recreation area is within 660 feet of the intersections. **This criterion does not apply.**

vi) A known history of accidents at the intersection. **Since 2004, there have been three accident reports filed with Hailey Police involving vehicular collisions. One of these resulted in an injury. These were all a result of failing to yield or obey a stop sign.**

b. The following criteria apply when placing a stop sign:

i) at intersections between an arterial and a collector or local street, traffic on the collector or local street is stopped. **Traffic traveling on Bullion St. (collector) is currently required to stop for traffic on 3rd Ave. (collector or local street). This criterion suggests that 3rd Ave. should be stopped, not Bullion St. traffic. Generally, it is best practice to stop the lesser flow of traffic, which would be 3rd Ave., not Bullion St. Traffic traveling on the street with a lesser street designation should be stopped.**

ii) at intersections between two collector streets, traffic on both streets is stopped. **Due to Bullion St. carrying approximately double the average traffic volumes compared 3rd Ave., Bullion would not be considered the same street classification as 3rd Ave and therefore, it may not be appropriate for a four-way stop at this intersection.**

iii) at intersections between a collector and a local street, traffic on the local street is stopped. **3rd Ave. (collector or local street) is not currently required to stop. Based on this criterion the stops signs may warrant relocation to stop traffic along 3rd Ave. instead of Bullion St.**

iv) at intersections between two local streets, no stop sign will be installed. **This criterion does not apply and it is evident that a stop sign should be required. The question is whether the signs should be relocated to stop traffic along 3rd Ave. instead of Bullion St.**

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: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor	☒	Streets
☐	City Clerk	☐	Planning	☐	Treasurer
☐	Building	☐	Police	☐	Wastewater
☐	Engineer	☒	Public Works	☐	Water
☐	Fire Dept.	☐	P & Z Commission	☐	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Staff recommends that the stop signs located on Bullion St. at the intersection of 3rd Ave. be relocated to stop traffic on 3rd Ave.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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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)

Wood River Bike Path
4th Ave.
3rd Ave.
2nd Ave.
1st Ave.
Bullion
Croy
STOP
EUREKA
3RD
WALNUT
NIWA

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2924

October 14, 2015

Re: Relocation of stop signs at Bullion St. at the intersection of 3rd Ave.

Dear Affected Neighbor:

The City will be reviewing and discussing a decision to relocate two stop signs that currently control traffic along Bullion Street at the intersection of 3rd Ave. The proposed placement for relocation would be within the same intersection, but would change the flow of traffic at the intersection to stop traffic along 3rd Ave., instead of Bullion St.

If you have comments or concerns, the City invites you to attend the City Council meeting on November 2, 2015 at 5:30pm.

If you have any questions regarding the meeting or this notice, please contract Tracy Anderson, the Public Works Coordinator at 788-9830, ext. 20.

Sincerely,

Mariel Miller
Public Works Director

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/21/2015 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:.

Introduction of Franchise Ordinance and Agreement with Intermountain Gas Company for a new 10-year term.

AUTHORITY: X **ID Code 50-329** ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The terms of the proposed Franchise Ordinance and Agreement are the same as our previous franchise.

Steps for passage of franchise ordinance:

1. September 21, 2015 - Franchise ordinance is introduced to the city council. (No action can be taken by the council at that time or for at least 30 days, except to set it for public hearing) -
2. September 30, 2015 - During the 30 day waiting period, the ordinance is published in full in one issue of the city's official newspaper (at the expense of the franchisees, not the City. No amendments may be made to the ordinance after publication that are less favorable to the City. Amendments more favorable to the City may be made.)
3. November 2, 2015 - Hold public hearing to allow the public to provide input. Pass ordinance by a super majority (1/2 plus one of the full council) Conduct 1st reading of Ordinance.
4. November 16, 2015 - Conduct 2nd reading of Ordinance.
5. December 7, 2015 - Conduct 3rd reading of Ordinance.
6. December 14, 2015 - Publish the ordinance by summary or in full (at the expense of the franchisee and not the city.)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Comments: IMG Franchise brings approximately $70,000 per year to the City of Hailey, at 3%.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to publish Notice of the proposed Intermountain Gas Franchise ordinance for public hearing on November 2, 2015.

ACTION OF THE CITY COUNCIL:
Date 9/21/15 - Introduced & council made motion to publish notice.
City Clerk 9/23 - Notice ~~[illegible]~~ published in paper - proposed ord. Revised agreement handed out in mtg. Bing 2 years to 3 years

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FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.):
Instrument # _____
*Additional/Exceptional Originals to: _____
Copies (AIS only)

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, GRANTING INTERMOUNTAIN GAS COMPANY A TEN (10) YEAR NON-EXCLUSIVE FRANCHISE TO BUILD, CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SERVICE IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY; PROVIDING FOR THE OBLIGATIONS OF THE FRANCHISEE'S CUSTOMERS; REQUIRING A FRANCHISE FOR GAS DISTRIBUTION AND TRANSMISSION SERVICES; PROVIDING FOR EXTENSION OF THE FRANCHISE IN ANNEXED AREAS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council finds that Intermountain Gas Company, an Idaho corporation, is capable providing gas transmission and distribution services to the citizens of Hailey; and

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant Intermountain Gas Company a non-exclusive ten (10) year franchise to provide gas transmission and distribution services to the citizens of Hailey.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO:

Section 1. GRANT OF FRANCHISE.

Pursuant to Idaho Code §50-329, the City of Hailey hereby grants to Intermountain Gas Company ("Franchisee"), the authority, right, privilege and non-exclusive franchise for a term of ten (10) years, beginning December 15, 2015, in accordance and subject to the Franchise Agreement executed by the City of Hailey and Franchisee on December 7, 2015 and as subsequently amended ("Franchise Agreement") for the term of the franchise granted hereunder (unless otherwise lawfully terminated in accordance with the terms of the Franchise Agreement), to construct and operate a gas transmission and distribution service in, along, among, upon, across, above, over, under or in any manner connected within public streets, alleys and public

ways within the City of Hailey, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public streets, alleys and public ways and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the gas transmission and distribution service, and to engage in the business of providing gas transmission and distribution services within the corporate limits of Hailey, Idaho.

Section 2. RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY.

A. The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, in accordance with this Ordinance and the Franchise Agreement.

B. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition.

C. The Franchisee shall provide gas transmission and distribution services in accordance with this Ordinance and the Franchise Agreement.

D. The Franchisee shall comply with all ordinances of the City of Hailey and all applicable state and federal laws.

E. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreement.

Section 3. OBLIGATION OF CUSTOMERS.

Except as otherwise provided in the Franchise Agreement, customers of the Franchisee shall pay the applicable charge established for gas transmission and distribution services in accordance with this Ordinance and the Franchise Agreement.

Section 4. FRANCHISE REQUIRED.

It shall be unlawful for any person or legal entity to engage in the business of providing gas transmission and distribution services over and upon the public right-of-ways within the City of Hailey, unless the person or legal entity is granted a franchise pursuant to Idaho Code §50-329.

Section 5. ANNEXATIONS.

If the City of Hailey annexes additional areas during the term of this franchise, the Franchisee shall have the non-exclusive authority and privilege to provide gas transmission and distribution services within the City of Hailey shall extend to the newly annexed area.

Section 6. SEVERABILITY.

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 7. REPEALER.

Hailey Ordinance No. 931 is hereby repealed in its entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. PENALTY.

Any person, firm or other legal entity violating any provision of this Ordinance shall be

guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars ($300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Section 9. EFFECTIVE DATE.

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 7th_ DAY OF December, 2015.

_____
Fritz X. Haemmerle, Mayor

Attest:

_____
Mary Cone, City Clerk

FRANCHISE AGREEMENT
(Gas Transmission and Distribution Services)

This Franchise Agreement ("Agreement") is made and entered into this _____ day of , _____ , 2015, by and between the City of Hailey, a municipal corporation ("Hailey") and Intermountain Gas Company ("Franchisee").

RECITALS

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

B. Franchisee is a duly organized and acting corporation in the State of Idaho. Hart Gilchrist is the duly appointed and acting Vice President of Franchisee and has the authority to enter into this Agreement.

C. The Franchisee and its employees are independent contractors and are not, under this Agreement, employees or agents of Hailey.

D. Subject to the terms and conditions set forth herein and Hailey Ordinance No. _____, the parties hereto are desirous of entering into a non-exclusive ten (10) year franchise agreement, with Franchisee providing gas transmission and distribution services within the city limits of Hailey, Idaho.

E. The parties desire to enter into this Agreement with the Franchisee for the construction and operation of a Gas Service on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

I.
DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings set forth herein:

"Council" shall mean the City Council of the City of Hailey, Idaho.

"Customer" shall mean a person or user of the Gas Transmission and Distribution System who lawfully receives Gas Service within the Service Area with Franchisee's permission.

"Franchise" shall mean the authorization, or renewal thereof, by Hailey under Hailey Ordinance No. _____, or as amended, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate or otherwise, authorizing the installation, construction, maintenance or operation of the gas transmission and distribution system for the purpose of offering Gas Service to Customers.

"Franchisee" shall mean Intermountain Gas Company, the person to whom the Franchise is granted by the Council under Hailey Ordinance No. _____, and the lawful agent, successor, transferee or assignee of said person, subject to such conditions as may be prescribed by the City.

"Gas Transmission and Distribution System" shall mean a connected set of transmission and distribution pipes and appurtenant equipment designed to provide Gas Services to Customers within the corporate limits of Hailey.

"Gas Service" shall mean the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond the corporate limits of Hailey to a Customer.

"Gross Revenues" shall mean any and all receipts and revenues received by Franchisee from all sales of gas and transportation charges to Customers receiving the gas within the corporate limits of Hailey.

"Hailey" shall mean the City of Hailey, a municipal corporation and political subdivision of the State of Idaho.

"Person" shall mean any individual, firm, partnership, corporation, organization, association, trust, Limited Liability Company or other legal entity.

"Property of Franchisee" shall mean all property owned, installed or used by Franchisee in the conduct of its Gas Service business in Hailey under the authority of the Franchise.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Hailey in the Service Area which shall entitle Hailey and the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Gas Service.

"Service Area" shall mean the present municipal boundaries of Hailey, and shall include any additions thereto by annexation or other legal means.

"Shall" shall mean mandatory, not merely advisory.

II.
GRANT OF FRANCHISE

Hailey hereby grants to the Franchisee, during the term of this Agreement and Hailey Ordinance No. _____, a non-exclusive Franchise which grants the Franchisee the right and privilege to construct and operate a Gas Transmission and Distribution System in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area, and for that

purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such transmission and distribution pipes and regulator stations, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the Gas Transmission and Distribution System. The Franchise granted shall not preclude Hailey from granting other or further franchises or permits or preclude Hailey from using any Public Way or affect its jurisdiction over them or any part of them, or limit the full power of Hailey to make such changes, as Hailey shall reasonably deem necessary, including but not limited to the dedication, establishment, maintenance and improvement of all new Public Ways.

III.
TERM

The Franchise granted hereunder shall be for a term of ten (10) years commencing on the effective date of this Agreement as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Agreement. The effective date of this Franchise is December 15, 2015, pursuant to the provisions of applicable law. This Franchise shall expire midnight on December 14, 2025, unless extended by the mutual agreement of the parties.

IV.
DUTIES AND RESPONSIBILITIES OF FRANCHISEE

4.1 Conditions of Occupancy. The Gas Transmission and Distribution System installed by the Franchisee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways. Any obstruction in the Public Way that interferes with the proper use of Public Ways that, after proper notice to Franchisee demanding removal, is not promptly removed by Franchisee may be removed by Hailey and the costs thereof shall be immediately paid by Franchisee. All of the Gas Transmission and Distribution System presently or in the future located, maintained or installed in the Public Ways within the Service Area shall at all times be maintained in good order and condition, in accordance with standard engineering practices and in compliance with all applicable safety codes and lawful governmental regulations.

4.2 Restoration of Public Ways. If during the course of the Franchisee's construction, operation or maintenance of the Gas Transmission and Distribution System there occurs a disturbance of any Public Way by the Franchisee or its employees, contractors or agents, the Franchisee shall not unnecessarily or unreasonably obstruct the use of or damage any Public Way, and shall within a reasonable time as early as practicable replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in accordance with applicable city standards. Franchisee shall warrant and guarantee the portions of the Public Ways disturbed by Franchisee for a period of three (3) years following the repair and replacement of the Public Way.

4.3 Relocation at Request of Hailey. The Franchisee shall, at its sole expense, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, as necessary,

any of the Property of Franchisee when lawfully requested by Hailey for a public purpose. The request to relocate by Hailey shall be preceded by the receipt of reasonable advance written notice, not to be less than sixty (60) business days, except in an emergency in which case shall be preceded by such notice as is practicable. Whenever Hailey shall pave or repave a Public Way, shall change the grade or line of any Public Way or shall construct or reconstruct any conduit, sewer or water main, sewer or water connection or other public works or utility, it shall be the duty of the Franchisee when requested by Hailey to change any portion of the Gas Transmission and Distribution System or other property of Franchisee at its own expense so as to conform to the established grade or line of the Public Way and so as not to interfere with the conduits, sewer or water main, sewer or water connection or other public works or utility as constructed or reconstructed; however, Franchisee shall not be required to relocate pipes, mains and appurtenances when the Public Way in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Franchisee.. The City will make a reasonable effort to avoid the need for such moving or changing whenever possible. In the event federal, state or other funds are available in whole or in part for utility relocation or alteration purposes, Hailey may apply for such funds and the Franchisee will be reimbursed to the extent any such funds are actually expended.

4.4 Permit Required. Franchisee shall secure all necessary permits within the Public Ways within the Service Area and shall be subject to all applicable ordinances, but no fee shall be required of Franchisee for any such permit.

4.5 Customer Inquiries. Franchisee shall comply with all rules and regulations of the Idaho Public Utility Commission relating to Customer requests about service options and procedures, fees, start-up or termination of service, conversion of accounts and billing and payment inquiries in a prompt and reasonable fashion.

V.
REGULATION BY HAILEY

The Franchisee shall pay to Hailey a franchise fee equal to three percent (3%) of Gross Revenues received by the Franchisee from the operation of the Gas Transmission and Distribution System to provide Gas Services on a quarterly basis. The quarterly payment for the franchise fee shall be due and payable at the end of the calendar quarter which shall terminate at midnight on March 31, June 30, September 30 and December 31 of each year. Each quarterly payment shall be paid within thirty (30) days after the end of each calendar quarter and shall be accompanied by a brief report from a representative of the Franchisee showing the basis for the computation. Such quarterly payments shall be in lieu of taxes, fees or charges (other than ad valorem taxes) related to easements, franchises, rights-of-way, permits, utility lines and equipment installation, maintenance and removal during the term of Franchisee's franchise with Hailey, which Hailey may impose for the rights and privileges herein granted or for the privilege of doing business within Hailey. All sums which become delinquent shall accumulate interest established by the Idaho Public Utility Commission for customer deposits, as may be amended.. In addition, where the Franchisee has underpaid the Franchise Fee and where payment was not received by Hailey when due, Franchisee may be required to pay all Franchise Fees and interest due on the total amount owed. The accrual of interest is not intended to waive or in any

manner restrict Hailey's ability to elect any procedure or method of collection permissible by law or under this Agreement to enforce all the terms and conditions of this Agreement and the Franchise.

VI.
COMPLIANCE AND MONITORING

The Franchisee agrees that Hailey, upon thirty (30) days prior written notice to the Franchisee, may review such of its books and records as is necessary to ensure compliance with the terms of this Franchise. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that contains trade secrets or is proprietary or confidential in nature, nor disclose books and records of any affiliate. Upon request by Hailey, the Franchisee shall furnish Hailey with a complete set of maps, including plans and profiles of the Gas Transmission and Distribution System.

VII.
INSURANCE AND INDEMNIFICATION

7.1 Insurance Requirements. The Franchisee shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Franchisee under this Agreement or the Franchise. Such policy shall provide insurance against property damage in an amount not less than $1,000,000.00 and bodily injury with limits of not less $1,000,000.00 per person and $2,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act *(Idaho Code Sections 6-901 et seq.)*. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. Franchisee shall also secure and maintain at least the statutory amounts of worker's compensation in accordance with the laws of the State of Idaho. The Franchisee shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

7.2 Indemnification/Hold Harmless.

A. The Franchisee covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, sustained by Hailey and caused, directly or indirectly, by any act or omission on the part of Franchisee, its agents, employees, assigns or anyone subcontracting with Franchisee in the installation, construction, operation, or maintenance of the Gas Transmission and Distribution System. Hailey shall notify, in writing, Franchisee within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against Hailey caused by any of the aforesaid acts or omissions on the part of the Franchisee. Franchisee shall thereupon have the duty to appear and defend any such demand, claim, suit or action on behalf of Hailey, without cost or expense to Hailey.

B. Hailey covenants and agrees to indemnify, defend and hold Franchisee harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, sustained by Franchisee and caused, directly or indirectly, by any act or omission on the part of Hailey, its agents, employees, assigns or anyone subcontracting with Hailey, in the installation, construction, operation, or maintenance of the Gas Transmission and Distribution System. Franchisee shall notify, in writing, Hailey within ten (10) days after presentation of any claim or demand, either by suit or otherwise, made against Franchisee caused by any of the aforesaid acts or omissions on the part of Hailey. Hailey shall thereupon have the duty to appear and defend any such demand, claim, suit or action on behalf of Franchisee, without cost or expense to Franchisee.

VIII.
ANNEXATION

In the event Hailey annexes additional territory during the term of this Agreement, the Franchisee shall have the non-exclusive authority and privilege to engage in Gas Services, in the annexed territory for the remainder of the term of this Agreement.

IX.
DEFAULT AND REMEDIES

9.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party fails to perform or defaults on any of the material duties or responsibilities set forth in this Agreement.

9.2 Corrective Action. If the either party finds that Franchisee has failed to perform or defaulted on any or all of the material duties or responsibilities set forth in this Agreement, the non-defaulting party shall provide defaulting party a written "Notice of Default" in accordance with paragraph 10.13 of this Agreement. The Notice of Default shall describe with sufficient detail the defaulting party's failure to perform and/or default. The defaulting party shall have a period of sixty (60) days from the receipt or delivery of the Notice of Default to correct the failure to perform or default. If the defaulting party fails to correct the failure to perform and/or default within sixty (60) days, the non-defaulting party may terminate this Agreement. If Hailey terminates this Agreement, Hailey may revoke the Franchise in accordance with the procedures described in paragraph 9.4 of this Agreement.

9.3 Enforcement. Subject to applicable federal and state law, in the event either party is in default of any provision of the Franchise, the other party may:

A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages;

B. Commence an action at law for monetary damages or seek other equitable relief; and/or

C. In the case of a substantial default of a material provision of this Agreement or the Franchise, seek to terminate this Agreement and revoke the Franchise in accordance with Section 9.4 of this Agreement.

9.4 Revocation.

A. Should Hailey seek to revoke the Franchise after complying with the procedures set forth in Section 9.2 of this Agreement, Hailey shall give written notice to the Franchisee of its intent to terminate this Agreement and to revoke the Franchise ("Notice of Intent to Revoke") based on a substantial default of a material provision of this Agreement or the Franchise. The Notice of Intent to Revoke shall contain the following:

(1) A description of the specific nature of the default(s);

(2) A statement of intent to revoke the Franchise;

(3) A statement that a public hearing shall be held to consider the grounds for the termination of this Agreement and the revocation of the Franchise; and

(4) The date, time and place of a hearing.

The public hearing described herein shall be scheduled between ninety (90) days and one hundred twenty (120) days from the date of the Franchisee's receipt of the Notice of Intent to Revoke. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection.

B. At the designated hearing, Hailey shall give the Franchisee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses and to obtain a transcript of the proceeding, after which Hailey shall determine whether this Agreement shall be terminated and the Franchise revoked.

X.
MISCELLANEOUS PROVISIONS

10.1 Paragraph 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 of the provisions of the Agreement.

10.2 Provisions Severable. Every provision of this Agreement 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 Agreement.

10.3 Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement 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 Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.4 Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, and on any appeals, and in any bankruptcy proceeding.

10.5 Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10.6 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

10.7 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

10.8 Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.

10.9. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

10.10 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement.

10.12 Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.

10.13 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H
Hailey, Idaho 83333

FRANCHISEE: Intermountain Gas Company
P.O. Box 7608
Boise, Idaho 83704
Attention: Vice President, Operations

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

10.14 Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, which consent cannot be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or Gas Transmission and Distribution System in order to secure indebtedness.

10.15 Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Franchisee, whether now existing or hereafter created.

10.16 Compliance with Laws. Franchisee shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances.

10.17 Publication Costs. Franchisee shall assume all costs of publication required by law for the grant of the Franchise.

10.18 Agreement Not To Compete, Power of Eminent Domain and Other Powers. In consideration of Franchisee's undertaking hereunder, Hailey agrees not to engage in the business of distributing and selling gas during the term of the Franchise or any extension thereof in competition with Franchisee; but nothing herein contained shall be construed or deemed to prevent Hailey from exercising at any time any power of eminent domain or any other power or powers granted to it under the laws of the State of Idaho.

10.19 Surrender of Franchise. In the event natural gas at any time shall cease to be available to Franchisee for the distribution and sale hereunder, Franchisee reserves the right to surrender the Franchise. In the event of such surrender, or of the expiration or termination of the Franchise, or in any of such events, Franchisee reserves the right to salvage all of its property and will restore the

Public Ways damaged by such salvage operation to substantially the same order and condition, as deemed by Hailey, as they were before the salvage was made.

10.20 Changes, Alterations and Amendments. In the event of an amendment to the laws, rules or regulations of the State of Idaho or the Public Utilities Commission of Idaho applicable to this Agreement and the Franchise, the terms of this Agreement and the Franchise and the right and privileges thereby conferred and reserved may be changed, altered, amended or modified upon mutual agreement between Hailey and the Franchisee, which agreement shall not be unreasonably withheld.

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

CITY OF HAILEY

By: _____
Fritz Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

FRANCHISEE

Intermountain Gas Company

By: _____
Name: Hart Gilchrist
Title: Vice President, Operations

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/2015 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Consideration of ordinance codifying the existing municipal code (titles 1-15, and 18) and the subdivision ordinance (title 16) and the zoning ordinance (title 17)

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed ordinance which will allow a codification of Hailey's general ordinances. Sterling Codifiers has been engaged by the City of Hailey to review the existing municipal code and to codify all of the municipal code, Hailey subdivision ordinance (title 16) and Hailey's zoning ordinance (title 17) into one municipal code. This process will make it easier to update our ordinances and will allow better access to our municipal code on Hailey's website.

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: (IFAPPLICABLE)

___	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. If satisfactory, make a motion to adopt Hailey Ordinance No. ____ by roll call of the City Council, and to conduct the first reading by title only.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. ___

AN ORDINANCE REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE CITY OF HAILEY, IDAHO, BY CODIFYING THE EXISTING HAILEY MUNICIPAL CODE; CODIFYING HAILEY'S SUBDIVISION ORDINANCE NO. 821, AND AMENDMENTS THERETO, AS TITLE 16 OF THE HAILEY MUNICIPAL CODE; CODIFYING HAILEY'S ZONING ORDINANCE NO. 532, AND AMENDMENTS THERETO, AS TITLE 17 OF THE HAILEY MUNICIPAL CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hailey has previously codified ordinances into a municipal code by adopting Titles 1 through 15, inclusive, and Title 18;

WHEREAS, the City of Hailey has engaged Sterling Codifiers to systematically review the Hailey Municipal Code and the Hailey Zoning and Subdivision Ordinances and to codify these ordinances;

WHEREAS, the City of Hailey wishes to adopt a new municipal code which incorporates the existing municipal code and the Hailey Zoning and Subdivision Ordinances into one uniform code;

WHEREAS, Idaho Code § 50-903 authorizes an Idaho municipality to codify its general ordinances into a complete, simplified code with errors, inconsistencies, repetitions and ambiguities eliminated;

WHEREAS, Idaho Code § 50-904 authorizes the ordinance in any such revision, codification and compilation to be arranged in appropriate chapters, articles and sections;

WHEREAS, Idaho Code § 50-905 provides that such a revision, codification or compilation shall be by one ordinance and that such a revision shall be a repeal of all ordinances in conflict with such a revision, codification and compilation;

WHEREAS, the Mayor and the City Council of the City of Hailey desire to codify the Hailey Subdivision Ordinance and the Hailey Zoning Ordinance and the existing Hailey Municipal Code with errors, inconsistencies, repetitions and ambiguities eliminated; and

WHEREAS, by this codification, the Mayor and City Council intend to make the entire Municipal Code more uniform and more available to the public, particularly by the postings on the City of Hailey website.

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

Section 1. The provisions of Title 1 through 15, inclusive, of the Hailey Municipal Code, Hailey's Subdivision Ordinance No. 821, and its amendments thereto, Hailey's Zoning

Ordinance No. 532, and its amendments thereto, and Title 18 of the Hailey Municipal Code shall be revised codified and compiled into one (1) municipal code, attached hereto as **Exhibit "A."** Hailey's Subdivision Ordinance No. 821, and its amendments thereto, shall be codified into Title 16 of the Hailey Municipal Code and Hailey's Zoning Ordinance No. 532, and its amendments thereto shall be codified into Title 17 of the Hailey Municipal Code.

Section 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

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

Section 4. 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 __ DAY OF _____, 2015.

_____
Fritz X. Haemmerle, Mayor

Attest:

_____
Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/02/17 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** ___MM_____

SUBJECT: Motion to approve Resolution 2015-___, approving two (2) contracts with Sluder Construction, Inc. for assistance with snow removal activities for the 2015/2016 snow season and Resolution 2015 -___ for three leases with Western States Equipment Company through CAT Finance for a Caterpillar D6N Dozer at $18,717.25 annually and two 938M Loaders, each at $11,856.12 annually.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Attached are two (2) agreements for Sluder Construction to assist with snow removal efforts this winter. These agreements cover four (4) haul trucks at $99.00/hour and Class A CDL operators at $50.00/hour. And three (3) leases with Wester States Equipment Company through CAT Finance for two (2) loaders and one (1) dozer.

Last year, the city bid the snow removal contract work and received one response from Sluder Construction. Sluder Construction has been the contractor for the last six years. Last year the Council awarded four contracts to Sluder Construction for snow removal work. The two contracts staff is currently requesting Council's review and approval of are a continuation of work authorized under last year's contracts. The other two contracts executed last year were for two loaders and a dozer. Sluder required monthly minimums last year on these three pieces of equipment. The City spent approximately $40,000 on the equipment alone.

Staff evaluated other equipment (loaders and dozer) options this fall. The cost to rent the equipment ourselves was greater than Sluder Construction's monthly minimums. Leasing the equipment was found to be less expensive than Sluder Construction's monthly minimums and included additional benefits. Please find a detailed analysis attached, comparing the contract expenses with Sluder Construction and leasing the equipment.

With the concurrent request to lease a dozer and two loaders, staff recommends that the other two contracts with Sluder Construction, not be continued. The city did no bid this equipment ourselves. We evaluated a number of previous government bid (piggybacking) prices from multiple manufacturers including John Deer, and selected CAT due to the best price.

Other benefits to leasing, not shown in the attached analysis include the following:

- Equipment is guaranteed available year round and on-site.
- The city can operate the equipment, reducing our reliance on a contractor.
- New equipment means less risk in downtime due to mechanical problems or other break-downs.
- New tires mean better traction and safety.
- New equipment has better gas mileage and is cleaner burning.
- Water and wastewater divisions can use equipment if needed.
- Sluder Construction's contract allowed Sluder to terminate the contract and not provide the equipment if a 30 day notice was given.
- Equipment can be used for other work, beyond snow removal season.

One downside to this arrangement is if we damage the leased equipment it is our responsibility to fix it, whereas when Sluder provided their equipment or rented it and provided it for city work, repairs and damage would have been Sluder's responsibility.

Other lease details are as follows:

- Routine maintenance and any malfunctions will be covered under the warranty with CAT, excluding oil changes, which will be the responsibility of the city.
- The first payment will be due following the execution of the lease agreement and subsequent payments will be due every February, which was requested by the City Treasure. This prolongs the lease to five years and four months.

- There are 2,000 hrs maximums on the leased equipment, for the duration of the lease.
- If the city chooses to terminate the lease short of the lease term, it can do so without any penalty.
- There is a purchase schedule available to the city at each year 1-5 of the lease.

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: (IFAPPLICABLE)

___	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 2015-___, approving two (2) contracts with Sluder Construction, Inc. for assistance with snow removal activities for the 2015/2016 snow season.

Motion to approve Resolution 2015 -___ for three leases with Western States Equipment Company through CAT Finance for a Caterpillar D6N Dozer at $18,717.25 annually and two 938M Loaders, each at $11,856.12 annually subject to review of the lease by the City Attorney.

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: Record Copies (all info.):

Instrument # _____

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

Draft 12-30-03

Expense Audit Form - CONTRACTOR PROVIDED EQUIPMENT VS. LEASE EQUIPMENT

CONTRACTOR COST				LEASE COST			LEASE SAVINGS	
Contractor Contract	Minimum monthly Cost	3 months (unhappy skiers)	5 Months (happy skiers)	CAT Lease	Monthly Cost *12 Month Minimum*	Annual Lease	Annual savings (3 months)	Annual Savings (5 months)
Loader 3 yd.	$4,200.00	$12,600.00	$21,000.00	938M Loader	$988.01	$11,856.12	$743.88	$9,143.88
Loader 3 yd.	$4,200.00	$12,600.00	$21,000.00	938M Loader	$988.01	$11,856.12	$743.88	$9,143.88
D65PX Dozer	$5,900.00	$17,700.00	$29,500.00	D6N Dozer	$1,559.77	$18,717.25	($1,017.25)	$10,782.75
TOTAL 2 Loaders	$8,400.00	$25,200.00	$42,000.00	**TOTAL** 2 Loaders	$1,976.02	$23,712.24	$1,487.76	$18,287.76
TOTAL 2 Loaders 1 Dozer	$14,300.00	$42,900.00	$71,500.00	**TOTAL** 2 Loaders 1 Dozer	$3,535.79	$42,429.49	$470.51	$29,070.51
5 Year Contract Total - 2 loaders		$126,000.00	$210,000.00	**5 Year Lease Total - 2 loaders**		$118,561.20	$7,438.80	$91,438.80
5 Year Contract Total - 2 loaders & 1 Dozer		$214,500.00	$357,500.00	**5 Year Lease Total - 2 loaders & 1 dozer**		$212,147.45	$2,352.55	$145,352.55

CITY OF HAILEY
RESOLUTION NO. 2015-____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF THREE LEASE AGREEMENTS BETWEEN THE CITY OF HAILEY AND CAT FINANCE.

WHEREAS, the City of Hailey desires to enter into a lease agreement with CAT Finance for equipment that will be used for snow removal and other city work.

WHEREAS, CAT Finance will lease two (2) 938M Loaders ($11,856.12 each/year) and one (1) D6K Dozers ($18,717.25/year) to the City of Hailey for a five (5) year and four month period at a cost of $42,429.49 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Municipal Lease Agreements and that the Mayor is authorized to execute the attached Agreements,

Passed this 2nd day of November, 2015.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

CITY OF HAILEY
RESOLUTION NO. 2015-___

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH SLUDER CONSTRUCTION FOR 2015/2016 SNOW SEASON.

WHEREAS, the City of Hailey desires to enter into two (2) agreements, these agreements cover 1) four (4) haul trucks at $99.00/hour and 2) Class A CDL operators at $50.00/hour with SLUDER CONSTRUCTION for services for the 2015/2016 snow season.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the terms and conditions of the two (2) Contracts for Services, copies of which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contracts for Services between the City of Hailey and SLUDER CONSTRUCTION and that the Mayor is authorized to execute the attached Agreements,

Passed this 2nd day of November, 2015.

City of Hailey

_____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this _____ day of November, 2015, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2015/16.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2016. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate City vehicles to provide snow plowing services within the corporate limits of the City. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the

Contractor according to the terms of this Agreement, the City shall pay Contractor $50.00 per hour for each Class A CDL operator. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2016, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than $500,000.00 and bodily injury with limits of not less $500,000.00 per person and $1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the

Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor 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 Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor 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. TERMINATION. Any party to this Agreement may terminate its obligations

under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.3 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

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

8.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among

them respecting the subject matter of this Agreement.

8.7 Counterparts. This Agreement 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.

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement 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 Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

8.10 Severability. Every provision of this Agreement 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 Agreement.

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

8.13 Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. 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 the Agreement or any provisions of the Agreement.

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

By _____

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ____ day of November, 2015, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2015/16.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2016. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate both City and Contractor vehicles and to furnish and maintain four (4) end dump trucks together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City will provide all necessary fuel for the operation of the haul trucks for work necessary under this Agreement. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be

determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor $99.00 per hour for each end dump truck. The equipment shall be kept and City of Hailey Street Shop. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2016, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The parties understand that $99.00 per hour for an end dump truck includes the costs of the operator of the end dump truck. The City shall pay all invoices by the last day of the month when the invoice was received.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

5. INSURANCE REQUIREMENTS. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting the City against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than $500,000.00 and bodily

injury with limits of not less $500,000.00 per person and $1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against the City, or the City's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name the City and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by the Contractor under this Agreement. The Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Hailey, Idaho 83333.

6. INDEMNIFICATION. The Contractor 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 Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor 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. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.3 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

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

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

8.7 Counterparts. This Agreement 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.

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

8.9 Remedies. The rights and remedies provided by this Agreement 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 Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

8.10 Severability. Every provision of this Agreement 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 Agreement.

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

8.13 Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. 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 the Agreement or any provisions of the Agreement.

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

CITY OF HAILEY

By _____
Fritz X. Haemmerle, Mayor

ATTEST:

_____
Mary Cone, City Clerk

By _____

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G
http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC
http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 2737177 Quote Number 4906767

CAT Financial

These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Dealer: WESTERN STATES EQUIPMENT CO., H510
Date: 10/29/2015 **Time:** 12:22 PM
Comments:

Customer Executed Documents	Comments
☐ Lease Purchase Document	
☐ Delivery Certification	
☐ Insurance Verification	
☐ 8038G or 8038GC	
☐ Advance Payment (cross out if N/A)	
☐ Customer Information Verification	
☐ Tax Exemption Certificate	
☐ Any necessary Riders/Amendments	
☐ Lessee's Resolution + Minutes of Meeting **OR**	
☐ Opinion of Lessee's Counsel	
☐ Copy of Driver's License (Sole Proprietorships and Individuals)	

Dealer Executed Documents	Comments
☐ Purchase Agreement	
☐ Dealer Invoice	
☐ All Credit Conditions Met	

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

Form No. RPGVCKLST

4906767 10/29/2015 12:22 PM CT

Governmental Equipment Lease-Purchase Agreement
Transaction Number 2737177

CAT Financial

1. PARTIES

LESSOR ***("we", "us", or "our"):***
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***
CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 4.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 938M Caterpillar Wheel Loader	J3R00958	See Attached	$142,000.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments.Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation;PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.90% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this

Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

CUSTOMER INFORMATION VERIFICATION
(Required Document)

CAT Financial

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file		Please make corrections here
Customer Name:	**CITY OF HAILEY**	
Physical Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Mailing Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Equipment Location:	**VICINITY OF HAILEY, ID**	
	HAILEY, ID 83333, BLAINE	
Business Phone:	**(208)788-4221**	
E-mail Address:		
Accounts Payable Contact Name and Phone:		
Tax Information		
Sales Tax Rate:	**0**	

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes___ No___**

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt* ☐ Non-Exempt

A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

☐ **ALL CONTRACTS**
☐ **THIS CONTRACT ONLY**

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

_____
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of **Idaho** (the "State") authorize **CITY OF HAILEY** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: _____
Date: _____

CAT Financial

Verification of Insurance

Lessee:

LESSOR ***(we):***

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE ***(you):***

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2737177 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company:_____

Address:_____

Phone No:_____

Agent's Name:_____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of $1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 938M	Caterpillar Wheel Loader	J3R00958		$181,052.46

SIGNATURES

LESSEE

CITY OF HAILEY

Signature _____

Name (print) _____

Title _____

Date _____

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2737177) (the "Lease") Between CITY OF HAILEY("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____ **Date:** _____

Signature: _____ **Address:** _____

Title: _____ _____

_____

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	10/29/2015	LSAP-514906767-1

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 938M Caterpillar Wheel Loader	J3R00958		Upon Receipt.	1	$12,646.56
Sales and Use Tax					$0.00
Document Fee					$0.00
Filing Fee					$0.00
Stamp Fee					$0.00
Other Fees					$0.00
Freight Fee					$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT $ $12,646.56

Invoice No.	Total Enclosed
LSAP-514906767-1	$

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT CO.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Form No. INVSEP

4906767 10/29/2015 12:22 PM CT

Meeting Minutes

CAT Financial

WESTERN STATES EQUIPMENT CO.
500 E. OVERLAND ROAD
P.O. BOX 38
BOISE ID 83707-0038

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Form No. LTR043

4906767 10/29/2015 12:22 PM CT

Attachment D - Payment Schedule
Transaction Number 2737177

CAT Financial

1. PARTIES

LESSOR *(we)*:	LESSEE *(you)*:
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY

2. PAYMENT SCHEDULE

Payment Dates	Payment Numbers	Payment Amounts Due
	1	$12,646.56
	2 - 15	$0.00
	16	$12,646.56
	17 - 27	$0.00
	28	$12,646.56
	29 - 39	$0.00
	40	$12,646.56
	41 - 51	$0.00
	52	$12,646.56
	53 - 63	$0.00
	FINAL PAYMENT OF	$142,000.00

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Form No. PS0029

4906767 10/29/2015 12:22 PM CT

Amendment to Governmental Lease-Purchase Agreement
Transaction Number _____

CAT Financial

This Amendment (the "Amendment"), dated _____ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 Main Street
Hailey, Idaho 83333

2. TERMS AND CONDITIONS

a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.

c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 11 of the Agreement (headed "Insurance; Loss and Damage") is amended by restating the sixth (6th) sentence thereof to provide as follows:

> "You agree to keep the Units in good repair, working order and condition and protect the Units while not in use, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name (print) _____
Title _____
Date _____

CITY OF HAILEY

Signature _____
Name (print) _____
Title _____
Date _____

Explanation of Content
Transaction Number 2737175

CAT Financial

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G
http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC
http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 2737175 Quote Number 4906741

CAT Financial

These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Dealer: WESTERN STATES EQUIPMENT CO., H510
Date: 10/29/2015 **Time:** 12:26 PM
Comments:

Customer Executed Documents	Comments
☐ Lease Purchase Document	
☐ Delivery Certification	
☐ Insurance Verification	
☐ 8038G or 8038GC	
☐ Advance Payment (cross out if N/A)	
☐ Customer Information Verification	
☐ Tax Exemption Certificate	
☐ Any necessary Riders/Amendments	
☐ Lessee's Resolution + Minutes of Meeting **OR**	
☐ Opinion of Lessee's Counsel	
☐ Copy of Driver's License (Sole Proprietorships and Individuals)	

Dealer Executed Documents	Comments
☐ Purchase Agreement	
☐ Dealer Invoice	
☐ All Credit Conditions Met	

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

Form No. RPGVCKLST

4906741 10/29/2015 12:26 PM CT

Governmental Equipment Lease-Purchase Agreement
Transaction Number 2737175

CAT Financial

1. PARTIES

LESSOR ***("we", "us", or "our"):***
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***
CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 4.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 938M Caterpillar Wheel Loader	J3R00849	See Attached	$142,000.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments.Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation;PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.90% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this

Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

CUSTOMER INFORMATION VERIFICATION
(Required Document)

CAT Financial

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file		Please make corrections here
Customer Name:	**CITY OF HAILEY**	
Physical Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Mailing Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Equipment Location:	**VICINITY OF HAILEY, ID**	
	HAILEY, ID 83333, BLAINE	
Business Phone:	**(208)788-4221**	
E-mail Address:		
Accounts Payable Contact Name and Phone:		
Tax Information		
Sales Tax Rate:	**0**	

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes___ No___**

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt* ☐ Non-Exempt

A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

☐ **ALL CONTRACTS**
☐ **THIS CONTRACT ONLY**

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

_____
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of **Idaho** (the "State") authorize **CITY OF HAILEY** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: _____
Date: _____

CAT Financial

Verification of Insurance

Lessee:

LESSOR ***(we):***

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE ***(you):***

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2737175 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company:_____

Address:_____

Phone No:_____

Agent's Name:_____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of $1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 938M	Caterpillar Wheel Loader	J3R00849		$181,052.46

SIGNATURES

LESSEE

CITY OF HAILEY

Signature _____

Name (print) _____

Title _____

Date _____

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2737175) (the "Lease") Between CITY OF HAILEY("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____ **Date:** _____

Signature: _____ **Address:** _____

Title: _____ _____

_____

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	10/29/2015	LSAP-514906741-1

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 938M Caterpillar Wheel Loader	J3R00849		Upon Receipt.	1	$12,646.56
Sales and Use Tax					$0.00
Document Fee					$0.00
Filing Fee					$0.00
Stamp Fee					$0.00
Other Fees					$0.00
Freight Fee					$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT $ $12,646.56

Invoice No.	Total Enclosed
LSAP-514906741-1	$

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT CO.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Form No. INVSEP

4906741 10/29/2015 12:26 PM CT

CAT Financial

WESTERN STATES EQUIPMENT CO.
500 E. OVERLAND ROAD
P.O. BOX 38
BOISE ID 83707-0038

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Attachment D - Payment Schedule
Transaction Number 2737175

CAT Financial

1. PARTIES

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE *(you)*:

CITY OF HAILEY

2. PAYMENT SCHEDULE

Payment Dates	Payment Numbers	Payment Amounts Due
	1	$12,646.56
	2 - 15	$0.00
	16	$12,646.56
	17 - 27	$0.00
	28	$12,646.56
	29 - 39	$0.00
	40	$12,646.56
	41 - 51	$0.00
	52	$12,646.56
	53 - 63	$0.00
	FINAL PAYMENT OF	$142,000.00

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Form No. PS0029

4906741 10/29/2015 12:26 PM CT

Amendment to Governmental Lease-Purchase Agreement
Transaction Number _____

CAT Financial

This Amendment (the "Amendment"), dated [redacted] (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 Main Street
Hailey, Idaho 83333

2. TERMS AND CONDITIONS

a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.

c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 11 of the Agreement (headed "Insurance; Loss and Damage") is amended by restating the sixth (6th) sentence thereof to provide as follows:

> "You agree to keep the Units in good repair, working order and condition and protect the Units while not in use, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

CITY OF HAILEY

Signature _____

Name (print) _____

Title _____

Date _____

Explanation of Content
Transaction Number 2745321

CAT Financial

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G
http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC
http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 2745321 Quote Number 4906783

CAT Financial

These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Dealer: WESTERN STATES EQUIPMENT CO., H510
Date: 10/29/2015 **Time:** 12:16 PM
Comments:

Customer Executed Documents	Comments
☐ Lease Purchase Document	
☐ Delivery Certification	
☐ Insurance Verification	
☐ 8038G or 8038GC	
☐ Advance Payment (cross out if N/A)	
☐ Customer Information Verification	
☐ Tax Exemption Certificate	
☐ Any necessary Riders/Amendments	
☐ Lessee's Resolution + Minutes of Meeting **OR**	
☐ Opinion of Lessee's Counsel	
☐ Copy of Driver's License (Sole Proprietorships and Individuals)	

Dealer Executed Documents	Comments
☐ Purchase Agreement	
☐ Dealer Invoice	
☐ All Credit Conditions Met	

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

Form No. RPGVCKLST

4906783 10/29/2015 12:16 PM CT

Governmental Equipment Lease-Purchase Agreement
Transaction Number 2745321

CAT Financial

1. PARTIES

LESSOR ***("we", "us", or "our"):***
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ***("you" or "your"):***
CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 4.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New D6N Caterpillar Track Type Tractor	PBA02698	See Attached	$180,000.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments.Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation;PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.90% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this

Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

CUSTOMER INFORMATION VERIFICATION
(Required Document)

CAT Financial

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file		Please make corrections here
Customer Name:	**CITY OF HAILEY**	
Physical Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Mailing Address:	**115 MAIN STREET**	
	HAILEY, ID 83333	
Equipment Location:	**VICINITY OF HAILEY, ID**	
	HAILEY, ID 83333, BLAINE	
Business Phone:	**(208)788-4221**	
E-mail Address:		
Accounts Payable Contact Name and Phone:		
Tax Information		
Sales Tax Rate:	**0**	

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes___ No___**

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt* ☐ Non-Exempt

A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

☐ **ALL CONTRACTS**
☐ **THIS CONTRACT ONLY**

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

_____
Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*

Attachment B
Transaction Number 2745321

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of **Idaho** (the "State") authorize **CITY OF HAILEY** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____

Title: _____

Date: _____

Verification of Insurance

CAT Financial

Lessee:

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE *(you)*:

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2745321 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company:_____

Address:_____

Phone No:_____

Agent's Name:_____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of $1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. D6N	Caterpillar Track Type Tractor	PBA02698		$248,057.26

SIGNATURES

LESSEE

CITY OF HAILEY

Signature _____

Name (print) _____

Title _____

Date _____

Form No. GOVINS

4906783 10/29/2015 12:16 PM CT

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2745321) (the "Lease") Between CITY OF HAILEY("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____ **Date:** _____

Signature: _____ **Address:** _____

Title: _____ _____

_____

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	10/29/2015	LSAP-514906783-1

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) D6N Caterpillar Track Type Tractor	PBA02698		Upon Receipt.	1	$19,965.07
Sales and Use Tax					$0.00
Document Fee					$0.00
Filing Fee					$0.00
Stamp Fee					$0.00
Other Fees					$0.00
Freight Fee					$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT $ $19,965.07

Invoice No.	Total Enclosed
LSAP-514906783-1	$

CITY OF HAILEY
115 MAIN STREET
HAILEY, ID 83333

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT CO.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Form No. INVSEP

4906783 10/29/2015 12:16 PM CT

Meeting Minutes

CAT Financial

WESTERN STATES EQUIPMENT CO.
500 E. OVERLAND ROAD
P.O. BOX 38
BOISE ID 83707-0038

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Form No. LTR043

4906783 10/29/2015 12:16 PM CT

Attachment D - Payment Schedule
Transaction Number 2745321

CAT Financial

1. PARTIES

LESSOR *(we)*:

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE *(you)*:

CITY OF HAILEY

2. PAYMENT SCHEDULE

Payment Dates	Payment Numbers	Payment Amounts Due
	1	$19,965.07
	2 - 15	$0.00
	16	$19,965.07
	17 - 27	$0.00
	28	$19,965.07
	29 - 39	$0.00
	40	$19,965.07
	41 - 51	$0.00
	52	$19,965.07
	53 - 63	$0.00
	FINAL PAYMENT OF	$180,000.00

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF HAILEY
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Form No. PS0029

4906783 10/29/2015 12:16 PM CT

Amendment to Governmental Lease-Purchase Agreement
Transaction Number _____

CAT Financial

This Amendment (the "Amendment"), dated [redacted] (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 Main Street
Hailey, Idaho 83333

2. TERMS AND CONDITIONS

a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.

c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 11 of the Agreement (headed "Insurance; Loss and Damage") is amended by restating the sixth (6th) sentence thereof to provide as follows:

> "You agree to keep the Units in good repair, working order and condition and protect the Units while not in use, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

CITY OF HAILEY

Signature _____

Name (print) _____

Title _____

Date _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 11/2/15 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** MP

SUBJECT: Review of Snow Removal Policy

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Please find an updated Snow Removal Policy attached. No substantive changes have been made to the attached policy, since it was last updated in 2014.

In preparation for snow removal season, staff wishes to review this document with the Council and Mayor as well as staff, to ensure the policy reflects our current snow removal priorities.

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: (IFAPPLICABLE)

☐	City Administrator	☐	Library	☐	Benefits Committee
☐	City Attorney	☐	Mayor	☐	Treasurer
☐	City Clerk	☐	Planning	☐	_____
☐	Building	☒	Police	☐	_____
☐	Engineer	☒	Public Works, Streets	☐	_____
☐	Fire Dept.	☐	P & Z Commission		

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Review the policy and determine if any changes should be made.

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
Copies (all info.):
Instrument # _____

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

City of Hailey

Public Works - Street Division

Snow Removal Policy 2015-2016

PRESEASON…

The Public Works Department's primary objective during the winter storm season is to provide safe transportation, emergency vehicle access to all citizens and support education and commerce during adverse weather conditions. In October the Public Works Director and the Street Superintendent will meet to update this plan and develop a strategy to inform the general public of how their cooperation can help maximize the effectiveness of the snow removal operations.

The Street Superintendent will develop a report outlining equipment readiness and repairs needed for equipment; will develop a procedure for obtaining snow removal contracts and rental equipment; and outline the personnel required for snow removal work. The Public Works Director and Street Superintendent will meet with the Chief of Police to review vehicle towing procedures.

Public education is a key element to a successful snow removal plan. A press release will be issued in November and again in January that outlines impediments that restrict our ability to efficiently and safely conduct snow plowing operations. The Street Department will survey each street for encroachments that have occurred and "tag" each with a message outlining City Ordinances. The Police Department will provide warnings to vehicles that would be subject to towing during a snow event.

BEFORE THE STORM...

The Public Works Department will monitor the national weather service reports during the day to notify snow removal personnel that snow plowing is highly probable. The Street Superintendent or Crew Supervisor will assign personnel to be on first call if snow and ice control operations are implemented. To provide support as needed during a winter maintenance operation, the Street Superintendent will maintain on file the following information:

- The Snow and Ice Control Plan (current year)
- Status of materials
- List of operable and inoperable equipment
- List of primary personnel on alert status
- List of contracted services
- Location of storage sites
- List of support equipment/staff in the City of Hailey

DURING THE STORM...

Call Out Procedures:

Snow removal activities are generally performed during the night for safety and efficiency. For snow events occurring during the night the Police Officer on duty will monitor the accumulation of snow. When the accumulation is 3" or the weather pattern notes the likelihood of reaching 3" is imminent the Officer on duty will call the Street Division Manager to begin the call out of snow removal personnel. During the day the Public Works Department will monitor snow events and perform snow removal activities to the extent they can be safely performed. Sidewalks will be a priority during the day if accumulations are presenting safety hazards to citizens.

The Street Superintendent shall develop and maintain all information needed to adequately, promptly, and verbally inform the Public Works Director of the status of work, personnel assignments, equipment and material needs, and facts concerning developing situations. Types of information which shall be assembled:

- A city map with markers to designate problem areas and accidents
- An equipment and personnel status report; number of personnel in the field, equipment in the field
- Street condition status report to include Priority 1, 2, 3, and 4 streets
- Current status of materials
- Storm data, i.e., accumulated snowfall, temperature forecast, etc.
- Projected needs for personnel and equipment

All information will be summarized in a form which the Public Works Director can quickly review in either an emergency or routine daily reporting task. The Street Superintendent will serve as the communications link with field personnel, administrative personnel, and police dispatchers. The Public Works Director will respond to questions and requests from the general public.

The news media, School District, Blaine County and City of Hailey Fire and Police Departments will be informed of all street closings. The Public Works Director must approve all street closings before notices are issued.

AFTER THE STORM...

When the storm is over, the Street Superintendent will prepare a written review of the snow and ice control operations that will contain:

- Amount and cost of time and overtime hours for Street Division employees
- Amount of all other time and costs, regular and overtime hours, for other divisions/departments
- Complete breakdown for contract equipment and cost
- Recommended additions and/or corrections to be made to the current Snow and Ice Control Plan

In addition to the above, begin the following procedures:

- Additional hauling and dumping operations needed
- Additional sanding as may be needed
- Inspection of all equipment utilized during the storm
- Report needed equipment repairs
- Inventory stockpile of sanding/de-icing material
- Cleaning of intersections as soon as possible
- Have a post-meeting with all employees to discuss possible improvements

Duties and Responsibilities:

This summary lists the major duties and responsibilities of various team members involved in the snow control plans for the City of Hailey.

Public Works Director:

- Review snow removal plan annually
- Coordinate public education efforts
- Authorize snow removal operations to begin
- Oversee Snow and Ice control operations
- Declare a snow emergency when conditions warrant
- Open emergency operations center when conditions warrant
- Monitor weather forecasts
- Respond to citizens complaints

Street Superintendent:

- Provide annual safety training for all employees involved in snow removal operations
- Prepare equipment readiness reports
- Examine snow storage areas for accessibility
- Coordinate snow removal operations
- Coordinate encroachment removal
- Prepare written report at the completion of each snow event

The Public Works Director, Police Chief or their designees are the only persons authorized to instruct the Street Division personnel to close certain streets or portions of streets to traffic. Barricading and signage shall be done in accordance with the Manual Uniform Traffic Control Devices.

Specific complaints will be handled as directed by the Public Works Director, but will not hamper the established orderly operations as described herein. Driveways, residential or commercial, shall not be plowed open unless specifically authorized by the Public Works Director. Driveways that are blocked during ice peeling operations will be cleaned as soon as possible.

Storm Classifications

The City of Hailey uses four storm categories and a Snow Emergency designation, defined as follows:

CATEGORY I

0" - 3" of snow resulting in icy conditions throughout the city.
All main arterials, selected collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are treated with sanding and de-icing material. **Special attention will be given to the North sides of buildings with curb and gutter for ice buildup. Sidewalks will be plowed as needed.**

CATEGORY II

3" - 6" of snow resulting in sleet and slushy conditions; streets are plowed throughout the city.

All main arterials, selected collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are treated with sand and de-icing material if necessary.

CATEGORY III

6" - 12" causing hazardous conditions.

All main arterials are plowed, treated with sand and de-icing material until the storm subsides. Then collector streets, bus routes, around schools, hazardous stops, hills and all emergency facilities are plowed and treated with sand and de-icing material.

CATEGORY IV

A major snowstorm amounting to 12" or more.

Concentration is given to all main arterials and emergency facilities. Collector streets, bus routes and around schools are treated with sand and de-icing material and plowed as soon as possible thereafter. Residential streets are plowed and treated with de-icing material as soon as priorities allow, at the discretion of the Public Works Director.

SNOW EMERGENCY

A Snow Emergency will be declared when either the predicted snowfall over a 24 hour period exceeds 12" or when actual snowfall exceeds 12". A media release will be issued to inform the public of this declaration and the plans for snow removal work including the plowing activities in accordance with the Category IV snowstorm activities noted above. If the snowfall exceeds 12" overtime or Comp time will be authorized as needed during the event.

STREET SNOW REMOVAL PRIORITY

Priority 1 Routes: All main arterials considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, police and fire stations. These roads include: Main St., River St., 2nd Ave., 3rd Ave., McKercher Blvd., Myrtle St., Bullion St., Croy St., Elm St. (Main to 3rd), Fox Acres Rd., Woodside Blvd., Countryside Blvd., Airport Way, Aviation Dr.

Priority 2 Routes: All remaining arterials, selected collectors, bus routes, and around schools. These roads include: Eastridge Dr., Cedar St., Silverstar Dr., War Eagle Dr., Robinhood, Northridge Dr., 4th Ave., Elm St. (Main to Aspen Dr.), Maple St., Buckhorn Rd., Quigley Rd., Empty Saddle, Sixth Ave, Mother Lode Loop, and Glenbrook Dr. including Industrial Park.

Priority 3 Routes: All other selected collectors completing the network covering the major traffic volume streets and selected **"Hot Spots" (are these on the map?)** such as intersections, hills, and known routes for disabled individuals.

Priority 4 Routes: All remaining streets, such as residential and local streets. Except for unusual conditions, all priority 1, 2, and 3 streets will be kept open and maintained. When this is not possible, the priority 3 streets will be dropped first, and, if necessary, the priority 2 streets will be dropped. The priority 1 streets will be kept open at all times. The snow routes have been established so that regardless of which priorities are dropped, the remaining portion will be one connected, continuous system.

If snow accumulation completely blocks traffic movement, the priority 4 streets will be plowed when the crews are able to complete their higher priority routes. It is to be emphasized that plowing of priority 4 streets may not occur at all unless the Public Works Director determines the snowfall depth and/or drifting warrant such action. Equipment, however, will be provided as necessary to respond to emergency situations.

When plowed snow either restricts or interferes with traffic, snow will be loaded and hauled to pre-determined storage sites. Because of traffic volumes, the majority of hauling will be done at non-peak traffic volume times and will normally start when the storm ends. The Public Works Director declares a snow emergency in accordance with the definition.

PRIVATE STREET POLICY

Designated Private Streets, generally marked with blue street signs; e.g. all cul-de-sacs, dead ends, Airport West off streets, Jack Pine & Ponderosa, Little Indio Lane & Poulsen Rd.; are not maintained or plowed by city personnel. Private parking areas adjacent to public streets; e.g. Hailey Park Townhouses; are also the responsibility of the private property owners or homeowners association.

Priority Sidewalk Routes: Main St & The East side of Woodside BLVD sidewalks will be plowed and deiced as soon as possible during and after storms. One pass will be made down all sidewalks during a CATEGORY III and CATEGORY IV storm. Additional cleaning will be prioritized as time and resources allow.

From November 1st to May 1st vehicles may not park within 6' of the asphalt from midnight to 7:00 a.m. on all city streets. This is simply the most effective way to keep cars off the street, a crucial factor in accomplishing an effective snow control plan. Snow emergency routes are posted with signs along the designated streets and will be enforced when necessary.

CONTINGENCY PLAN

The City of Hailey has a limited fleet of equipment and contracts for additional equipment from local contractors, nevertheless we need to plan for assistance should the need arise. The Idaho Department of Transportation (ITD) has helped us in the past when we have had short term breakdowns. As always this is contingent on the availability of their equipment and their work load; as such we should not entirely rely on this option. It is ultimately ITD's responsibility to make certain that the State Highway (Main Street) remains open. If we should have a long term breakdown of equipment, we will request that they plow all snow to the center of the Highway, we will then utilize our loaders and trucks to remove this snow.

In 2006 we replaced the 1965 FWD with a front wheel mount loader blower #4009; this has been replaced with a new 2007 loader mounted blower. Should there be a major breakdowns during a snow episode the Idaho Transportation Department should be contacted through Steve Coles at 1-208-309-2226 or the State Shop 1-208-788-3365. Additional contacts include Tom Duffy, Blaine County Road and Bridge 1-208-720-7502, the County shop at 1-208-788-5580 and Pete Kramer at Friedman Memorial Airport at 1-208-788-9003 ext. 24.

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AGENDA ITEM SUMMARY

DATE: 11/02/2015 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:.

Press Release from Idaho Department of Insurance announcing Idaho's decision to retain the definition of mid-sized insurance groups between 51 and 99 as Large Groups.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This past summer while shopping for insurance, Hailey's employee numbers were hovering around 50 to 51 employees. We obtained insurance quotes from Blue Shield as a Large Group (51) and as a Small Group (50). The Small Group quote was far less expensive, saving us over $100,000 in insurance premiums. We therefore secured insurance as a Small Group.

The Affordable Care Act was set to eliminate, on January 1, 2016, the Large Group definition for groups sized 51-99, with Small Groups becoming sized at 2-99 under the ACA. The State of Idaho has chosen to define Small Groups as 2-50. This decision was released in mid-October, and is fully explained in the attached press release from the Idaho Department of Insurance.

We currently employ 50 eligible for insurance. There is a budgeted position within the street department that may be filled in the next few months. With that hire, next summer when we obtain new insurance quotes, we will again be hovering around 50 to 51 employees, and will be able to examine rates from both the perspective of a Small Group and that of a Large Group, and choose the most cost-effective course, after weighing rates against our need to grow.

We have also learned that insurance companies may not be willing to insure elected officials in Idaho unless those elected officials are deemed eligible by working at least 30 hours per week.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #_____ YTD Line Item Balance $_____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

Our FY 2016 choice has saved us in excess of $100,000 in insurance premiums. The FY 2017 budget impact will depend on how rates change between small and large (mid-sized) groups during the next year. Insurance rates are highly volatile at this time, with some individual policies increasing by over 50% on Jan 1, 2016.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___	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:

Information only.

FOLLOW-UP REMARKS: *

State of Idaho
DEPARTMENT OF INSURANCE

C.L. "BUTCH" OTTER
Governor

700 West State Street, 3rd Floor
P.O. Box 83720
Boise, Idaho 83720-0043
Phone (208)334-4250
Fax (208)334-4398
Website: http://www.doi.idaho.gov

DEAN L. CAMERON
Director

NEWS RELEASE

FOR IMMEDIATE RELEASE
October 15, 2015

CONTACT: Tricia Carney
208-334-4312
tricia.carney@doi.idaho.gov
cell 208-850-2342

Insurance Department Thanks Congressional Delegation

BOISE ID (October 15, 2015) – The Idaho Department of Insurance expresses thanks to Congressmen Mike Simpson and Raúl Labrador and Senators Mike Crapo and Jim Risch for their support of the Protecting Affordable Coverage for Employees (PACE) Act which was signed into law on September 28. The PACE Act allows states the option to define "small group" for the purposes of health insurance.

"Giving states options when it comes to health insurance is critical in controlling costs," says Department Director Dean Cameron. "We are grateful to our delegation for protecting the citizens and employers of Idaho when they voted to support this important bill. Special thanks to Congressman Simpson and Senator Crapo for sponsoring the bill."

The Affordable Care Act changed the definition of "small group" for the purposes of health insurance from an employer with 1-50 employees to one with 1-100 employees. This change would subject mid-sized employers (those with 51-100 employees) to new rating restrictions and benefit requirements. These changes could increase costs to employers, limit flexibility and ultimately drive up premium costs for employees.

The PACE Act gives states the opportunity to define "small group" in a manner consistent with their demographic needs. Idaho will retain its previous small employer definition as per Idaho Code of up to 50 employees.

About the Department of Insurance
The Idaho Department of Insurance has been regulating the business of insurance in Idaho since 1901. The mission of the Department is to equitably, effectively and efficiently administer the Idaho Insurance Code and the International Fire Code. For more information, visit www.doi.idaho.gov.

###

Equal Opportunity Employer

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JAMES E. RISCH
IDAHO

RUSSELL SENATE OFFICE BUILDING
SUITE 483
(202) 224-2752
FAX (202) 224-2573

United States Senate

WASHINGTON, DC 20510-1206

COMMITTEES
ENERGY AND NATURAL RESOURCES
FOREIGN RELATIONS
SELECT COMMITTEE ON ETHICS
SELECT COMMITTEE ON INTELLIGENCE
SMALL BUSINESS AND ENTREPRENEURSHIP

RECEIVED
OCT 15 2015
File H.D

September 28, 2015

Ms. Heather Dawson
115 S Main St
City of Hailey Administrator
Hailey, ID 83333-8408

Dear Ms. Dawson:

Thank you for taking the time to contact me regarding the Idaho National Laboratory cleanup project. I appreciate hearing from you.

The Department of Energy must be open and transparent in its efforts to clean up sites like INL. Steady, stable and reliable funding is critical to meeting our nation's commitments to nuclear waste cleanup.

The Department of Energy continues its work on the clean up contract moving forward with INL site. Existing INL parties should abide by the conditions of the existing contract as the process moves forward.

Again, I really value your effort to get in touch with me to share your thoughts, as many Idahoans do. Please do not hesitate to contact me in the future on this or other issues.

Very Truly Yours,

James E. Risch
United States Senator

JER/trp

SUITE 302
350 NORTH 9TH STREET
BOISE, ID 83702
(208) 342-7985

HARBOR PLAZA
610 HUBBARD, SUITE 213
COEUR d'ALENE, ID 83814
(208) 667-6130

SUITE 106
313 D STREET
LEWISTON, ID 83501
(208) 743-0792

SUITE 290
275 SOUTH 5TH STREET
POCATELLO, ID 83201
(208) 236-6817

SUITE 201
1411 FALLS AVENUE E
TWIN FALLS, ID 83301
(208) 734-6780

SUITE 202A
901 PIER VIEW DRIVE
IDAHO FALLS, ID 83402
(208) 523-5541

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AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday November 16, 2015 * Hailey City Hall Meeting Room

5:30 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:

CA 000 Motion to approve Resolution 2015-_____, authorizing canvass of the November 3, 2015 Hailey Municipal General Election

CA 000 Motion to approve 5th pay request under the Woodside Wastewater Treatment Plant Biosolids Project for Contractors Northwest Inc. in the amount of $_____

CA 000 Motion to approve Resolution 2015-_____, authorizing contract for services with Idaho Department of Building and Safety to provide building inspection and plan review services for a tiered fee.

CA 000 Motion to accept a bid for Library RFID security system from_____for $_____

CA 000 Motion to approve Resolution 2015-_____, approving contract for Library RFID system purchase with _____ in the amount of $____

CA 000 Special Events

CA 000 Findings of Fact and Ordinance Summaries

CA 000 Motion to approve minutes of April 20, 2015 and to suspend reading of them.....

CA 000 Motion to approve claims for expenses incurred during the month of April 20, 2015, and claims for expenses due by contract in May, 2015 .....

CA 000 Motion to approve Treasurer's reports from October 2015.....

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PP 000 Presentation from the Hunger Coalition of the results of their Community Food Needs Survey

PP 000 10 Year Employee Recognition: Cole Balis, Manny Ornelas, Becky Stokes
15 Year Employee Recognition: Jeannie Johnston, Roger Parker
23 Year Service Appreciation: Susan McBryant served for 5 years as Hailey's board representative to Mountain Rides Transportation Authority, and 23 years on various boards and commissions, and as council and mayor.

APPOINTMENTS & AWARDS

AA 000

PUBLIC HEARING:

PH 000 Adoption of Resolution No. 2015-___ canvassing election for Hailey City Council Seats 3 and 4 and Mayor.....

PH 000 Flag Text Amendment .....

PH 000 Discussion with businesses of potential Local Option Tax increase

NEW BUSINESS:

NB 000 WWTP Biosolids Project Update.

NB 000 Resolution 2015-_____adopting a policy and procedure for municipal water system delivery of water that is used consumptively within the City of Hailey.....

OLD BUSINESS:

OB 000 2nd Reading Ordinance No _____, Intermountain Gas Franchise

STAFF REPORTS: Staff Reports Council Reports Mayor's Reports

SR 000 Report from Community Development Director re: Holiday Square

DRAFT

SR 000 URA letter of Engagement with Dennis Brown CPA for their annual audit - the URA chair has signed as authorized by the URA board.....

SR 000 Draft Agenda for next council meeting

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

Matters & Motions from Executive Session

Next Ordinance Number - Next Resolution Number- 2015-01

DRAFT

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