AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday January 25, 2021 * Hailey City Hall Meeting Room

ACTION ITEM = a vote may occur but is not required to be taken

Please join our meeting from your computer, tablet or smartphone.

Via teleconference: +1 (872) 240-3311, Access Code: 543-667-133
Via One-touch: United States tel:+18722403311,,543667133#,
From your computer, tablet or smartphone: https://www.gotomeet.me/CityofHaileyCityCouncil

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/543667133

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

CONSENT AGENDA:
CA 017 Motion to ratify Mayor’s signature on a Customer Consent to Proceed document for Idaho Power to begin construction and provide electrical service to the Snow Storage site ACTION ITEM

CA 018 Motion to adopt Resolution 2021-006, ratifying the Mayor’s signature on a renewal agreement with Columbia Electric Supply, a Rockwell Automation distributor, in the annual amount of $2,525.00, for software and technical support. ACTION ITEM

CA 019 Motion to approve construction bidding of the Wastewater Treatment Plant standby generator site work ACTION ITEM

CA 020 Motion to approve Resolution 2021-007, authorizing the Mayor’s signature on the Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Block 2, Phase I, Sweetwater PUD Subdivision) ACTION ITEM

CA 021 Motion to approve Resolution 2021-008, authorizing a contract for services with the Chamber for visitor services and events promotion during FY2021, in an amount of $67,500 for the Chamber and $2,500 for Hailey Ice ACTION ITEM

CA 022 Motion to approve Resolution 2021-009, authorizing a Lease Agreement with the Chamber for use of the Welcome Center for visitor services ACTION ITEM

CA 023 Motion to approve minutes of November 23, 2020 and to suspend reading of them ACTION ITEM

CA 024 Motion to approve minutes of November 30, 2020 and to suspend reading of them ACTION ITEM

CA 025 Motion to approve minutes of December 14, 2020 and to suspend reading of them ACTION ITEM

CA 026 Motion to approve minutes of January 11, 2021 and to suspend the reading of them ACTION ITEM

CA 027 Motion to ratify claims for expenses paid in January 2021 ACTION ITEM

CA 028 Motion to approve claims for expenses incurred during the month of December, 2020, and claims for expenses due by contract in January, 2021 ACTION ITEM

CA 029 Motion to approve unaudited Treasurer’s report for the month of December 2020 ACTION ITEM

MAYOR’S REMARKS:
MR 030 State of the City Summary ACTION ITEM

PROCLAMATIONS & PRESENTATIONS:
PP 031 The Chamber of Hailey & Wood River Valley Annual Report Presentation (no documents)
PP 032 Hailey Ice Annual Report Presentation (no documents)

PUBLIC HEARING:
PH 033 Consideration of a Final Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex
townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. ACTION ITEM

PH 034 Consideration of a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where HAILEY FR SWSE SEC 9 & FR NWNE SEC 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. A portion of this parcel is located within the Townsite Overlay (TO) and all of this parcel is located within General Residential (GR) Zoning District ACTION ITEM

PH 035 Consideration of a City-Initiated Text Amendment to the Hailey Municipal Code, Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.014: Miscellaneous, to modify E(2): Street Light Details. The current street light and pole design will be replaced with a new street light and pole design, similar in style and details as the existing street light and pole ACTION ITEM

PH 036 Consideration and motion to authorize the Mayor’s signature on the Croy Creek Campground Grant Application, for $731,340 grant award, to the Idaho Department of Parks and Recreation (IDPR) Recreational Vehicle Fund, for construction of a 33-site municipal campground, and to authorize Staff to prepare and submit a plat amendment to Blaine County, to be located at 89 Croy Creek Road (Croy Canyon Ranch Subdivision #1, Lot 2) ACTION ITEM

NEW BUSINESS:
NB 037 Discussion of Recycling options and plan under consideration within new rubbish hauling franchise agreements ACTION ITEM

OLD BUSINESS:
OB 038 2nd and/or 3rd Reading of Ordinance No.1275, adopting amendments to Chapter 17.04 adding new supplemental regulations for Accessory Dwelling Units (ADU’s), deleting minimum lot size; amending section 17.05.040, to permit ADU’s as a permitted use in the Limited Residential-1 (LR-1) and Limited Residential-2 (LR2) zoning districts subject to criteria, including design review, setback and bulk requirements and lot coverage; amending section 17.06.010.A to establish an administrative design review or full design review design process for ADU’s depending on location; amending chapter 17.08 to establish supplemental regulations for ADU’s; amending Chapter 17.09 to address parking requirements for ADU’s; creating a new Article D, purpose and intent, applicability, general provisions, registration, short-term rental occupancy restrictions, subordinate scale and size; livability, and adopting Summary ACTION ITEM

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000

EXECUTIVE SESSION:

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1276 Next Resolution Number- 2021-010
AGENDA ITEM SUMMARY

DATE: 1/25/2021

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

- SUBJECT: Motion to ratify the Mayor’s signature on a Customer Consent to Proceed document with Idaho Power, for electrical service to the Snow Storage Site in the amount of $4,665.

  ACTION ITEM Agreement approved in 12/14/20 meeting with Resolution 2020-133

- AUTHORITY: □ ID Code _________ □ IAR _________ □ City Ordinance/Code _________

  (IF APPLICABLE)

- BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

  Currently, the Snow Storage site out Croy canyon does not have a power supply. In December 2020, Council approved an agreement with Idaho Power to begin construction, however there was a missing document at the time. A Customer Consent to Proceed form was needed in order for Idaho Power to proceed.

  The work is to be done remains the same at a cost in the amount of $4,665. City staff will perform part of the work in-house.

- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

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

- ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

  City Administrator □ City Attorney □ City Clerk □ Building □ Engineer □ Fire Dept. □ Library □ Mayor □ Planning □ Police □ Public Works □ Public Works □ P & Z Commission □ Benefits Committee □ Streets □ Treasurer □ Wastewater □ Water

- RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

  Motion to ratify the Mayor’s signature on a Customer Consent to Proceed document with Idaho Power, for electrical service to the Snow Storage Site in the amount of $4,665.

  ACTION ITEM Agreement approved in 12/14/20 meeting with Resolution 2020-133

- 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.): ___________________________

  *Additional/Exceptional Originals to: ___________________________
  Instrument # ___________________________

-- 1 --
Customer Consent to proceed with Engineering/Design

Thank you for your request. We are excited to serve as your electric service provider.

I, _______________ ("Applicant") requested for Idaho Power Company ("Idaho Power") to proceed with engineering for the work request located at: 89 CROY CREEK RD

HAILEY, ID 83333

Idaho Power's line extension tariff provides:

Engineering Charge. Applicants or Additional Applicants will be required to prepay all engineering costs for Line Installations and/or Alterations greater than 16 estimated hours. Estimates equal to or less than 16 hours will be billed to the Applicant or Additional Applicant as part of the construction costs, or after the engineering is completed in instances where construction is not requested.

I understand I am responsible for an engineering charge of $76.00 per hour in Idaho or $74.00 per hour in Oregon. I agree to pay the engineering charge, whether the work requested is built or not. I understand the engineering charge is non-refundable and subject to Idaho Power collection activity if unpaid.

Additional fees may include, but are not limited to, the following: right of ways, permitting, research related to the design and design changes requested by the Applicant and billed as a part of the construction costs.

The engineering hourly rate will update annually and is assessed beginning on the Idaho or Oregon Public Utility Commission's approved date.

Customer Signature: __________________________ Date: 1/11/2021

Mailing Address: 115 S MAIN ST H HAILEY ID 83333-8408

Email Address: mary.cone@hailey.city.id.gov Phone: 208 788 4221

Idaho Power Representative: __________________________ Date: 1/11/2021

Email Address: cbennett2@idahopower.com Phone: 208 788 8058

Internal Use
Service Request Number: 00462298
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 1/25/21
DEPARTMENT: PW
DEPT. HEAD SIGNATURE: BY

- SUBJECT: Motion to adopt Resolution 2021-006, ratifying the Mayor’s signature on a renewal agreement with Columbia Electric Supply, a Rockwell Automation distributor, in the annual amount of $2,525.00, for software and technical support. ACTION ITEM

- AUTHORITY: ☐ ID Code _________ ☐ IAR ___________ ☐ City Ordinance/Code ________
  (IF APPLICABLE)

- BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wastewater Division currently uses a SCADA System software to support operations. The attached Support Agreement will provide technical support, software updates, and programming task help.

The annual cost of the Support Agreement is $2,525. The agreement terms are from March 27, 2021 through March 26, 2022.

- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle
  Line Item Balance $___________ Budget Line Item # ___________ YTD
  Estimated Hours Spent to Date: ______________
  Estimated Completion Date: _______________ Staff Contact: _______________
  Phone # ________________________ Comments: ________________________________

- ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2021-006, ratifying the Mayor’s signature on a renewal agreement with Columbia Electric Supply, a Rockwell Automation distributor, in the annual amount of $2,525.00, for software and technical support. ACTION ITEM

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date ___________________________

City Clerk _________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record ☐ *Additional/Exceptional Originals to: _______________
Copies (all info.): _______________ Copies (AIS only)
Instrument # ________________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING AN AGREEMENT WITH COLUMBIA ELECTRIC SUPPLY, A ROCKWELL AUTOMATION DISTRIBUTOR, IN THE ANNUAL AMOUNT OF $2,525.00, FOR SOFTWARE AND TECHNICAL SUPPORT.

WHEREAS, the City of Hailey requires enhanced monitoring and data management to support operations,

WHEREAS, the City of Hailey desires to enter into an agreement with Columbia Electric Supply, a Rockwell Automation Distributor, to provide the desired software technical support,

WHEREAS, the City of Hailey and Columbia Electric Supply, a Rockwell Automation Distributor, agree 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 Columbia Electric Supply, ratifies the Mayor’s signature, and authorizes the execution of the attached agreement,

Passed this 25th day of January, 2021.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

____________________________________
Mary Cone, City Clerk
TechConnect℠ Support Renewal

To renew TechConnect℠ Support for another year, please review this quote and instructions below.

If no changes are required, please follow the purchase order instructions outlined in Section 2.3.

If changes are required before purchase, such as product or coverage changes, please contact your local Rockwell Automation Distributor.
CITY OF HAILEY  
HAILEY, IDAHO  

TECHCONNECT℠ SUPPORT  
AGREEMENT – RENEWAL  

FIXED PRICE PROPOSAL  
3800641357  

DATE QUOTED: DECEMBER 10, 2020  

PRESENTED TO: CITY OF HAILEY  
115 S MAIN ST, STE H  
Hailey, Idaho 83333  

PROPOSED BY: Columbia Electric Supply  
552 Washington St  
Twin Falls, Idaho 83301-1294  

Rockwell Automation
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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged to other production sites within your enterprise. Our solutions are based on standardized, industry-tested, and proven technologies. The open architecture system also allows for future expansion and integration into the rest of your site and business information systems.

Rockwell Automation develops technologies and provides services that leading manufacturers around the world use to their competitive advantage. Whether architecting a single unit or an entire supply chain, manufacturers rely on their automation, power control, and conversion products and services to manage getting their products and services to market faster, to reduce costs, to better utilize power and plant-floor assets, and to minimize risks in their manufacturing environments. As technology continues to evolve, they must be able to seamlessly integrate people, processes, and technology into a Connected Enterprise to better address the many challenges they face. A Connected Enterprise helps them view real-time data on manufacturing processes, compare performance across plants, quickly scale production up or down, manage energy consumption and even troubleshoot and fix issues remotely.

- Over 22,000 employees worldwide.
- Over 4,600 employees globally in Rockwell Automation’s Solutions and Services Business
- More than 400 certified/professional engineers
- Executing in excess of 15,000 projects per year
- World class post-project support organization staffed by nearly 1,700 field and technical engineers
- A network of more than 600 System Integrators
- Representation in 80 countries

Manufacturers today are looking for ways to maximize productivity, solve problems or satisfy a need while managing costs. Maintenance provides one of the last remaining areas of the plant to realize significant impact on both financial and production metrics such as:

- Increased production rate
- Elimination of unplanned downtime
- Decreased scrap or waste
- Improved financial stability
- Reduced maintenance costs

Our Strategic Approach to maintenance blends an appropriate mix of predictive, preventive, and reactive maintenance strategies that will help meet production and business goals. Our Customer Support and Maintenance services team, of nearly 4,500 field and technical engineers, will maximize the benefits of the engineered services provided by Rockwell Automation’s Delivery Team.

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.43), remained best in class in 2018 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance having been named a World’s Most Ethical Company 11 times and winning the BBB International Torch Award and
American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company’s culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our Corporate Responsibility Report available here.

The fixed price version of this Rockwell Automation offer can be purchased by remitting purchase order using the directions in Section 1.1.3.
1 Rockwell Automation Statement of Work for Services

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

This proposal for a Rockwell Automation TechConnectSM Support Agreement renewal is offered to Columbia Electric Supply for resale to City of Hailey ("Customer").

1.1 Statement of Work Summary

This TechConnectSM Support Agreement ("Agreement") will allow your plant to be connected to Rockwell Automation’s world-class phone and electronic technical support. Rockwell Automation’s technical support team provides assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

1.1.1 Agreement Term

Agreement Term: March 27, 2021 through March 26, 2022

1.1.2 TechConnectSM Support Levels

<table>
<thead>
<tr>
<th>Product Family</th>
<th>Description</th>
<th>Support Level</th>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>9800-DC8AUTOA</td>
<td>Automation Control Hardware</td>
<td>Product Support</td>
<td>8 x 5 M-F</td>
</tr>
<tr>
<td>9800-DC8HMICOM</td>
<td>HMI Software</td>
<td>Product Support</td>
<td>8 x 5 M-F</td>
</tr>
</tbody>
</table>

Table 1: TechConnectSM Support Levels

1.1.3 Product Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below.

Hardware Type
Automation Control Hardware

<table>
<thead>
<tr>
<th>Product Family &amp; Software Serial Numbers</th>
<th>Description</th>
<th>Install Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>9800-DC8AUTOA</td>
<td>Automation Control Hardware</td>
<td>1</td>
</tr>
<tr>
<td>9310-WE0200E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1067031658</td>
<td>RSLogix Emulate 500 Software</td>
<td>1</td>
</tr>
<tr>
<td>9324-RL0300ENE</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>1012080135</td>
<td>RSLogix 500 Standard Edn ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>1012119198</td>
<td>RSLogix 500 Standard Edn ESD S/W</td>
<td>1</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Product Family &amp; Software Serial Numbers</th>
<th>Description</th>
<th>Install Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1012513748</td>
<td>RSLogix 500 Standard Edn ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>9324-RLD300ENE</td>
<td>Studio 5000 Standard Edition ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>1203185985</td>
<td>Studio 5000 FBD Design Config NL ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>9324-RLDFBDENE</td>
<td>HMI Software</td>
<td>1</td>
</tr>
<tr>
<td>9800-DCHMICOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9355-WABENE</td>
<td>RSLINX CLASSIC PROFESSIONAL - ENGLISH</td>
<td>1</td>
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<tr>
<td>1008064459</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9701-VWS100AENE</td>
<td>FT View Station SE 100D Lic ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>1694047230</td>
<td>FT View Studio SE FT View Ent EN ESD S/W</td>
<td>1</td>
</tr>
<tr>
<td>9701-VWSTENE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2529057598</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: If changes to the TechConnect℠ Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.

1.2 TechConnect℠ Support Information

1.2.1 TechConnect℠ Support Options

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to Table 1: TechConnect℠ Support Levels regarding support levels included in this Statement of Work.

<table>
<thead>
<tr>
<th>Support Level</th>
<th>Support Services Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Support</td>
<td>You are partnered with a team of technical support engineers who are uniquely designated to support your key applications. This team visits your site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time. Application Support includes the support elements of Product Support, System Support and the following support elements:</td>
</tr>
<tr>
<td>Real-time, Application-Level Support</td>
<td>Designated support team / Dedicated telephone and email / Documentation and case familiarization / Application knowledge management / Periodic performance reviews</td>
</tr>
<tr>
<td>Surveillance and Alarming Options</td>
<td>Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting</td>
</tr>
<tr>
<td>Application-Level Administration Option</td>
<td>Emergency backup / Performance tuning / Guaranteed field service call-out</td>
</tr>
</tbody>
</table>

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Copyright © 2019 Rockwell Automation, inc., All Rights Reserved
| **System Support** | System Support allows your calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You will work with an engineer who manages your case through resolution and follow-up.  
System Support includes the support elements of *Product Support*, and the following support elements:  
**Real-time, System-Level Support**  
*Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution*  
**Advanced Engineering Expertise**  
Get support from system-level support engineers that have multiple years of experience in the industrial automation industry |
| **Product Support** | As often as your needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or assist in the configuration of products quickly.  
Product Support includes the support elements of *Self-Assist Support*, and the following support elements:  
**Real-Time, Product-Level Support**  
*Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting*  
**E-Learning Training Discount**  
Highly interactive learning featuring lessons, software simulations, and demonstration videos to help reinforce learning concepts. Available on any tablet or PC using Chrome, Safari, IE, Edge or Firefox. Each course has a knowledge assessment, requiring 80% to pass. Upon successful completion of the course, a learner will be awarded CEUs (where applicable).  
**Live View**  
An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.  
**Software Maintenance II**  
*Software update media / Emergency software replacement*  
**Genius Webinars**  
Extend and apply knowledge gained via access to on-demand library of online technical seminars |
| **Self-Assist Support** | You can take advantage of the Knowledgebase, their online resource for technical information, support, and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly - saving both time and money. The KnowledgeBase is maintained by the same engineers who provide TechConnect℠ Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements:  
**Welcome Kit**  
*Essential support agreement information / Support authorization number / Local support telephone number / User guide*  
**Software Maintenance I**  
*Software update downloads*  
**Online Support Center Access** |
1.2.2 Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #819086 (https://rockwellautomation.custhelp.com/app/answers/detail/a_id/819086).

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

1.2.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

TECHCONNECT™ PRODUCT FAMILY COVERAGE

1.3 (Optional) E-learning Services

1.3.1 Rockwell Automation Responsibilities

In summary, the following will be provided:

- Access to e-learning content through Learning Management System (LMS)
1.3.2 Student Responsibilities

- It is the responsibility of the student to ensure all prerequisites are met.
- The following prerequisite skills have been identified as necessary for attendance in the course(s) designated in the Solution Description:
  - A valid, operational email address
  - Internet service to support access to course content
  - Prerequisites per Course Description

1.4 Changes to Agreement

1.4.1 Upgrade Options

Updates to existing TechConnect™ Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

Coverage Level: Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM - 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

Support Level: Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

1.4.2 Changes to Scope

In the event that Customer closes or sells a plant and moves supported equipment and software to another Customer facility, the TechConnect™ Support Agreement can be transferred.

1.4.3 Reinstatement Policy

If a Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee\(^1\) will be added to the cost of the renewal.

b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.

c. For software packages that are removed from support and later reinstated, often referred to as “frozen” and “unfrozen”, a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnect™ program.

Note: There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

\(^1\) If Customer’s TechConnect Support Agreement has never included support for the product family in question, then the commercial “waive reinstatement” program applies for the respective packages.
1.5 Customer Responsibilities

Designate a site coordinator as a single point of contact. Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

Utilize Welcome Kit details. Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

1.6 Termination for Convenience

Either party may terminate this Agreement with a prior written 30 day notice. In the event Customer cancels, Customer would be subject to a termination fee equal to 25% of the remaining Agreement value. Termination request is invalid if remaining term of service is less than 2 months.

1.7 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Assumptions (A), Clarifications (C) and Exceptions (E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Intentionally left blank</td>
</tr>
<tr>
<td>C1</td>
<td><strong>Information Security Standards</strong></td>
</tr>
<tr>
<td></td>
<td>In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices:</td>
</tr>
<tr>
<td></td>
<td>1. Data Transmission</td>
</tr>
<tr>
<td></td>
<td>Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means (e.g., Password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer’s sole responsibility.</td>
</tr>
<tr>
<td></td>
<td>2. Customer-Provided Hard Disk</td>
</tr>
<tr>
<td></td>
<td>If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry ‘best of breed’ open source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation’s systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</td>
</tr>
<tr>
<td></td>
<td>3. Remote Access</td>
</tr>
<tr>
<td></td>
<td>Remote access by Rockwell Automation’s personnel into Customer’s control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer’s sole</td>
</tr>
</tbody>
</table>
responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer’s system.

C2 To the extent that the Rockwell Automation provided TechConnect℠ Support service defined in this Statement of Work is a service only offering, Provisions 3, 9, 10, 13, and 14 of "Terms and Conditions of Sale" will not be applicable to this proposal.

Table 2: Assumptions, Clarifications, and Exceptions

1.8 Rockwell Automation Commitment for Sales through Distribution

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

General. This Commitment ("Commitment") covers purchase by Distributor’s customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) Warranty for the Work: Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation’s published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) Products Warranty: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation’s published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation’s published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to
(c) **Services Warranty.** Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) **Remedies:** Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) **General:** Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) **THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.**

**Disclaimer and Limitation of Liability.** NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE Lesser OF US$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Software Licenses and Ownership.** (a) **Standard Software.** Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.
(b) **Documentation and Application Software.** Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation’s Standard Software or the Customer’s system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) **Ownership of Pre-existing Intellectual Property.** Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) **No Other Licenses.** Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

**Confidentiality.** (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the
disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

**Delivery.** Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation’s delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

**Acceptance.** (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) **Interim Approvals.** Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

**Changes.** Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

**Temporary Suspension of Work by Customer.** Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

**Safety and Standards.** Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are consistent with Customer’s requirements.
are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer’s (or end user’s, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer’s site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer’s breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation’s use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively “Customer Information”), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation’s use of Customer Information pursuant to the Statement of Work. (b) In Rockwell Automation’s performance of services, sales activities, or in connection with Customer’s use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer’s contract information, computer system profile, Rockwell Automation Product installation data, and Customer’s usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and
service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: [Signature]

Date: 1/10/2021
2 Distributor Commercial Terms

2.1 Pricing Summary
Columbia Electric Supply's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD.

<table>
<thead>
<tr>
<th>Item</th>
<th>Product</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9800-DC8AUTOA Automation Control Hardware, Product Support, 8 x 5 M-F, 1-4 Total Devices</td>
<td>845.00</td>
</tr>
<tr>
<td>2</td>
<td>9800-DC8HMI COM HMI Software, Product Support, 8 x 5 M-F</td>
<td>1,680.00</td>
</tr>
</tbody>
</table>

TOTAL SUPPORT PRICE: USD 2,525.00

Multi-Year Option – Fixed-Price 3-Year Contract
One-Time Payment or Billed Annually – Single PO for 3-Year Amount Required USD 7,575.00

Contract Reinstatement Fee: USD 252.50
If this contract is not renewed before the current Contract Expiration Date, a 10% Contract Reinstatement Fee (maximum cap of USD 5,000.00) will be applied to the Suggested Resale Price.

E-LEARNING (OPTIONAL): Web hosted, self-paced training courses are offered for sale as either single course access or annual subscription to all course content available in the Rockwell Automation Digital Learning Library. Please add the net amount for the e-learning option desired in the correct quantity of desired users to your renewal PO.

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Description</th>
<th>List Price per User</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL-3TC</td>
<td>1 e-learning class-3 month-contract req</td>
<td>USD 497.00</td>
</tr>
<tr>
<td>EL-12SU</td>
<td>Single-User 12 Month eLearning libraryAc</td>
<td>USD 2,880.00</td>
</tr>
</tbody>
</table>

2.2 Invoicing Schedule
100% upon purchase order

2.3 Purchase Order Instructions
Please Issue a Single Purchase Order to: Columbia Electric Supply
Ref: Proposal # 3800641357

COVID-19: In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties’ relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
2.4 Distributor Terms and Conditions of Sale

http://sales.our-terms.com/
Return to Agenda
SUBJECT: Motion to approve construction bidding of the Wastewater Treatment Plant standby generator site work.  ACTION ITEM

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Previously, Council authorized purchase of a 750kw Generator from Western States CAT and authorized Public Works to issue a request for bids to construct a concrete foundation for said generator. At the time, one bid was received and rejected with recommendation to re-advertise in early 2021. Now a larger bid package, the scope of work has been expanded. The work will include construction of a concrete pad, electrical work, and site work.

The project is scheduled to commence construction bidding. The advertisement for bids will run for two weeks, on January 27 and February 3, 2021, with bids due by 2:00 pm on February 10, 2021.

The contract documents are 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 #______________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve construction bidding of the Wastewater Treatment Plant standby generator site work.  ACTION ITEM

Administrative Comments/Approval:

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)

--26--
City of Hailey, Idaho

Public Works Department
115 S. Main St, Hailey, ID 83333
(208) 788-9830

Contract Documents and Specifications

WASTEWATER TREATMENT PLANT
IMPROVEMENTS
STANDBY GENERATOR REPLACEMENT PROJECT

January 20, 2021

Prepared by:

HDR Engineering, Inc.
412 E. Parkcenter Blvd, Suite 100
Boise, ID 83706
(208) 387-7000
&
DC Engineering, Inc.
440 E. Corporate Dr, Suite 103
Meridian, ID 83642
(208) 288-2181
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- 03 – BID FORM
- 04 – NOTICE OF AWARD
- 05 – AGREEMENT
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- E-03 – SCHEDULES AND DETAILS
- E-04 – KEY PLAN
- E-05 – DEMOLITION PLAN
- E-06 – SITE PLAN
INVITATION TO BID

The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, **until 2:00 p.m., local time, Wednesday, February 10, 2021**, for the following project:

**STANDBY GENERATOR REPLACEMENT**

At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The proposed Work includes: Removal of existing 250KW and 400KW diesel generators (for Owner salvage) and replacement with single 750 KW diesel generator and switch gear (Owner Furnished). Ancillary work including: demolition, wiring, new generator pad construction and re-paving around work.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Nancy Arellano at the City of Hailey: (208) 788-9830 x1 or nancy.arellano@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to nancy.arellano@haileycityhall.org.

Bidders must hold a valid Idaho Public Works License prior to the bid due date. Bidders must submit a list of all subcontractors with their bid.

Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The City of Hailey reserves the right to reject any and all bids.

________________________________________
Mary Cone, City Clerk

Publish January 27 and February 3, 2021
INSTRUCTIONS TO BIDDERS

BID PROPOSALS
The City of Hailey, Idaho, is accepting sealed bids at the office of the City Clerk, 115 Main St. S, Hailey, Idaho 83333, until 2:00 p.m., local time, Wednesday, February 10, 2020, for the following project:

GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT
At 2:00 p.m. on the same day, all bid proposals will be opened publicly and read aloud in the Hailey City Hall council chambers.

The contract documents, plans and specifications may be obtained at the City of Hailey Public Works Department, 115 Main St. S, Hailey, Idaho 83333. The contract documents, plans and specifications may also be obtained via email by contacting Nancy Arellano at the City of Hailey: (208) 788-9830 x1 or nancy.arellano@haileycityhall.org. Questions regarding the contract documents or scope of work should be submitted in writing to nancy.arellano@haileycityhall.org.

The Bidder must hold a valid Idaho Public Works License prior to the bid due date. The Bidder must submit a list of all subcontractors with their BID PROPOSAL.

The BID PROPOSAL must be submitted in a sealed envelope, plainly marked on the outside as:

“BID FOR GENERATOR REPLACEMENT”

If forwarded by mail, the sealed envelope containing the BID PROPOSAL must be enclosed in another envelope addressed to the HAILEY PUBLIC WORKS DEPARTMENT, in care of the receiving office.

The CITY OF HAILEY may waive any informalities or minor defects or reject any and all BID PROPOSALS. Any BID PROPOSAL may be withdrawn prior to the above scheduled time for the opening of BID PROPOSALS or authorized postponement thereof. Any BID PROPOSAL received after the time and date specified shall not be considered. No Bidder may withdraw a BID PROPOSAL within 20 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY OF HAILEY and the Bidder.

The Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of the Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to the Bidder’s BID PROPOSAL. The Bidder must satisfy themselves of the accuracy of any estimated quantities in the BID PROPOSAL by examination of the site and a review of the drawings and specifications including ADDENDA. The quantities shown in the BID PROPOSAL are estimated quantities and are given solely for the purpose of facilitating the comparison of Proposals. All computations of the Contractor’s compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities. After BID PROPOSALS have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. Any objections to the contents or terms of the contract documents, plans and specifications shall be raised no later than three (3) days prior to the bid opening date and time.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the CITY OF HAILEY, or any other person, shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the AGREEMENT.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the CITY OF HAILEY, will be required for the faithful performance of the contract. Attorneys-in-fact who sign PERFORMANCE BONDS or PAYMENT BONDS must file with each bond a certified and effective dated copy of their power of attorney.

A conditional or qualified BID PROPOSAL will not be accepted.

The CITY OF HAILEY reserves the right to reject any or all BID PROPOSALS, and to postpone the award of the CONTRACT for a period not to exceed sixty (60) days.
SUCCESSFUL BIDDER, NOTICE-OF-AWARD, EXECUTION OF AGREEMENT, and NOTICE-TO-PROCEED

The Bidder to whom the CITY OF HAILEY issues a NOTICE-OF-AWARD is deemed the “Successful Bidder.”

The CITY OF HAILEY may make such investigations as deemed necessary to determine the ability of the Successful Bidder to perform the WORK, and the Successful Bidder shall furnish to the CITY OF HAILEY all such information and data for this purpose as the CITY OF HAILEY may request. The Successful Bidder shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS, if requested to do so by the CITY OF HAILEY. The CITY OF HAILEY reserves the right to reject any the Successful Bidder’s BID PROPOSAL if the evidence submitted by, or investigation of, the Successful Bidder fails to satisfy the CITY OF HAILEY that the Successful Bidder is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The CITY OF HAILEY shall include with the NOTICE-OF-AWARD the necessary agreement and bond forms. Within seven (7) calendar days from the date when the NOTICE-OF-AWARD is delivered to the Successful Bidder, the Successful Bidder will be required to execute the AGREEMENT and provide the acceptable PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE. If the Successful Bidder is unable to execute the AGREEMENT, as described, the CITY OF HAILEY may consider the Successful Bidder in default.

The CITY OF HAILEY, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATE OF INSURANCE, and AGREEMENT, signed by the Successful Bidder to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return an executed duplicate of the AGREEMENT to the Successful Bidder. Should the CITY OF HAILEY not execute the AGREEMENT within this ten (10) day period, the Successful Bidder may, by written notice, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY OF HAILEY. Upon execution of the AGREEMENT, the Successful Bidder is deemed the “CONTRACTOR.”

The CITY OF HAILEY shall issue the NOTICE-TO-PROCEED immediately following execution of the AGREEMENT by the CITY OF HAILEY. Should there be reasons why the NOTICE-TO-PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the CITY OF HAILEY and CONTRACTOR. If the NOTICE-TO-PROCEED has not been issued after sixty (60) days of the bid opening or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout as if written therein in full.

PROJECT DESCRIPTION

The proposed Work includes: construction of a 10'-0" wide by 24'-6" long by 3’ deep concrete pad for installation of a new 750KW standby generator and switch gear (Owner furnished). Miscellaneous associated work includes: demolition of an existing concrete fuel containment pad and two bollards, removal of 250KW and 400KW generators (Owner salvaged) and all associated electrical work to make a fully operational standby generator system supplying complete plant power in event of main power disruption. Work to be completed 90 days after notice to proceed.

This is a lump sum price basis project and the Contractor shall verify and confirm all quantities. Refer to the Bid documents for additional information.

Construction MUST be completed before the date specified in the agreement or liquidated damages will be enforced. The successful Contractor will be responsible for providing a work schedule with one week increments, and diligently following said schedule. The Contractor shall schedule a pre-construction meeting with the OWNER, to be held prior to commencing construction.

Questions regarding the contract documents or scope of work should be submitted in writing to nancy.arellano@haileycityhall.org.

PROJECT SPECIFICATION

This project’s specifications are as noted on the CONTSTRUCITON DRAWINGS, the most current edition of the City of Hailey Standard Drawings and Specifications, and the Idaho State Public Works Construction Standard Specifications.
BID FORM

PROJECT IDENTIFICATION:

CITY OF HAILEY
STANDBY GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT

THIS BID IS SUBMITTED TO:

City of Hailey
115 Main St. S
Hailey, ID  83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF HAILEY in the form included in the Bidding Documents to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 The undersigned Bidder accepts all of the terms and conditions of the Advertisement and/or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the opening of Bid Proposals, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF HAILEY.

3.01 In submitting this Bid, the undersigned Bidder represents, as set forth in the AGREEMENT, that:

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

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<th>Addendum No.</th>
<th>Addendum Date</th>
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B. The Bidder has visited the project site and become familiar with and is satisfied as to the general, local and project site conditions that may affect cost, progress, and performance of the WORK.

C. The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the WORK.

D. The Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the project site. The Bidder acknowledges that the CITY OF HAILEY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

E. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
F. The Bidder is aware of the general nature of work to be performed by the CITY OF HAILEY and others at the project site that relates to the WORK as indicated in the Bidding Documents.

G. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the project site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. The Bidder has given the City of Hailey Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Hailey Engineer is acceptable to the Bidder.

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

4.01 The Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; The Bidder has not solicited or induced any individual or entity to refrain from bidding; and the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the CITY OF HAILEY.

4.02 Construction Schedule Coordination: The Bidder, after receipt of NOTICE-TO-PROCEED, shall coordinate with the City of Hailey Engineer to verify the proposed construction start date as indicated in the Agreement. The Contractor shall schedule a pre-construction meeting with the City of Hailey Engineer, to be held prior to commencing construction.

5.01 LUMP SUM BID: The Bidder will complete the WORK in accordance with the Contract Documents for the following price:

PROJECT: STANDBY GENERATOR PAD AT HAILEY WASTEWATER PLANT

LUMP SUM BID PRICE: $____________________________.

LUMP SUM AMOUNT WRITTEN IN WORDS

______________________________________________________________________________________ Dollars

6.01 The Bidder agrees that the WORK will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the AGREEMENT.

6.02 The Bidder accepts the provisions of the AGREEMENT as to liquidated damages in the event of failure to complete the WORK within the times specified above, which shall be stated in the AGREEMENT.

7.01 The following information is included in this bid package:

A. Instructions to Bidders
B. Bid Form
C. Notice of Award
D. Agreement
E. Payment Bond
F. Performance Bond
G. Certificate of Insurance
H. Notice to Proceed
I. Drawings by HDR Inc. and DC Engineering, Inc. dated January 20, 2021 titled “Generator Replacement at Hailey Wastewater Plant”

7.02 The following documents are attached to and made a condition of this Bid:

A. The Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract; and

B. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

C. The Bidder and the Bidder’s subcontractors must hold a valid Idaho Public Works License prior to the bid due date. The Bidders must submit a list of all subcontractors with their bid.

SUBMITTED on ______________________, 2021.

Idaho Public Works Contractor License No. ______________________.

Expiration Date ______________________.

If Bidder is:

An Individual

Name (typed or printed): ____________________________________________

By: __________________________ (SEAL)

(Individual’s signature)

Doing business as: _________________________________________

Business address: ____________________________________________

___________________________________________________________

Phone No.: ___________________ FAX No.: _____________________
A Partnership

Partnership Name: __________________________________________ (SEAL)

By: ______________________________________________________
    (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ______________________________________________________

Business address: ____________________________________________

________________________________________________________

Phone No.: ____________________ FAX No.: ______________________

A Corporation

Corporation Name: __________________________________________ (SEAL)

By: ______________________________________________________
    (Signature -- attach evidence of authority to sign)

Name (typed or printed): __________________________________________

Title: ______________________________________________________

    (CORPORATE SEAL)

Attest ______________________________________________________
    (Signature of Corporate Secretary)

Business address: ____________________________________________

________________________________________________________

Phone No.: ____________________ FAX No.: ______________________

State of Incorporation: ________________________________________

Date of Qualification to do business is ____________________________.
A Joint Venture

Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

______________________________________________

Phone No.: ____________________ FAX No.: ____________________

Joint Venturer Name: ________________________________ (SEAL)

By: ________________________________
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ________________________________

Title: ________________________________

Business address: ________________________________

______________________________________________

Phone No.: ____________________ FAX No.: ____________________

Phone and FAX Number, and Address for receipt of official communications:

______________________________________________

______________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)
A Limited Liability Company

Limited Liability Company Name: _________________________________ (SEAL)

By: _________________________________
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _________________________________

Title: _________________________________

Attest _________________________________
(Signature of Member/Manager)

Business address: _________________________________

Phone No.: _____________________ FAX No.: _____________________

State of Organization: _________________________________

Date of Qualification to do business is _____________________.

NOTICE OF AWARD

Dated: ______________________

[Certified Mail -- Return Receipt Requested]

TO: __________________________

(BIDDER)

ADDRESS: _______________________

__________________________________

Contract: **GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT**

(Insert name of Contract as it appears in the Bidding Documents)

Project: City of Hailey Standby Generator Replacement at Hailey Wastewater Plant

OWNER's Contract No. N/A

__________________________________

You are notified that your Bid dated ____________________, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Standby Generator Replacement at Hailey Wastewater Plant project.

The Contract Price of your Contract is ________________________________________

($________________)

One (1) copy of the proposed Contract Documents and one (1) copy of the Construction Drawings accompany this Notice of Award.

You must comply with the following conditions upon receipt of this Notice of Award.

1. Deliver to the CITY OF HAILEY one (1) fully executed copy of the Contract Documents within seven (7) calendar days of this Notice of Award.

2. Deliver with the executed Contract Documents the Contract security (Bonds) and Certificate of Insurance as specified in this document within fourteen (14) calendar days of this Notice of Award.
3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle the CITY OF HAILEY to consider your Bid in default, to annul this Notice of Award and to declare your Bid security, if any, forfeited.

Within fourteen (14) calendar days after you comply with the above conditions, the CITY OF HAILEY will return to you one fully executed counterpart of the Contract Documents.

City of Hailey
(OWNER)

By:
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)
AGREEMENT

This AGREEMENT, made this ____________ day of ____________________ , 2021, by and between the City of Hailey, Idaho, hereinafter called “CITY OF HAILEY” and ________________________________, hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:
   STANDBY GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.

3. The CONTRACTOR will commence work no later than 60 days after Notice to Proceed. All work must achieve final completion by 120 days after Notice to Proceed (“Date of Final Completion”), unless otherwise extended by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:

   $ (write in letters) (insert numbers)
   as shown in the submitted BID PROPOSAL.

5. The term “CONTRACT DOCUMENTS” means and includes the following:

   5.01 INSTRUCTIONS TO BIDDERS
   5.02 BID FORM
   5.03 NOTICE OF AWARD
   5.04 AGREEMENT
   5.05 PAYMENT BOND
   5.06 PERFORMANCE BOND
   5.07 CERTIFICATE OF INSURANCE
   5.08 NOTICE TO PROCEED
   5.09 DRAWING BY HDR ENGINEERING DATED JANUARY 8, 2021 TITLED “GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT”
   5.10 CITY OF HAILEY STANDARD DRAWINGS AND SPECIFICATIONS
   5.11 IDAHO STATE PUBLIC WORKS CONSTRUCTION STANDARD SPECIFICATIONS

6. Retainage. The CITY OF HAILEY will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released upon Certification of Substantial Completion.

7. Liquidated Damages. The CITY OF HAILEY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY OF HAILEY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY OF HAILEY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY OF HAILEY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY OF HAILEY five hundred dollars ($500.00) for each day that expires after the Date of Final Completion, or any proper extension thereof granted by the CITY OF HAILEY.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, deemed an original on the date first above written.
OWNER:

CITY OF HAILEY, IDAHO

BY: ____________________________
   Martha Burke, Mayor

(SEAL)

ATTEST:

________________________________________
Mary Cone, Clerk

CONTRACTOR:

________________________________________

BY: ____________________________

Title: ____________________________
Address: ____________________________

(SEAL)

ATTEST:

________________________________________

Name: ____________________________ (Type or Print)

Title: ____________________________
Payment Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:
(Corp. Seal)
Signature: ________________________________
Name and Title: ____________________________

SURETY
Company:
(Corp. Seal)
Signature: ________________________________
Name and Title: ____________________________
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:
(Corp. Seal)
Signature: ________________________________
Name and Title: ____________________________

SURETY
Company:
(Corp. Seal)
Signature: ________________________________
Name and Title: ____________________________

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors
OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with the CONTRACTOR:

      1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

   6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

   15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

   15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

   15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
Performance Bond

Any singular reference to Contractor, Surety, Owner (CITY OF HAILEY) or other party shall be considered plural where applicable.

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

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature:  
Name and Title:  

SURETY
Company: (Corp. Seal)
Signature:  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature:  
Name and Title:  

SURETY
Company: (Corp. Seal)
Signature:  
Name and Title:  

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, or provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the CONTRACT or to perform and complete or comply with the other terms thereof.

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects
NOTICE TO PROCEED

Dated __________________________

TO ____________________________

(CONTRACTOR)

ADDRESS: __________________________

________________________________________

Contract: STANDBY GENERATOR REPLACEMENT AT HAILEY WASTEWATER PLANT

(Insert name of Contract as it appears in the Contract Documents)

You are hereby notified to commence WORK on _____________________________ in accordance with
the AGREEMENT, and you are to complete the WORK by ______________________________, unless
the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE-TO-PROCEED to the CITY OF
HAILEY.

Dated this ______ day of ____________________, 2021.

CITY OF HAILEY

(OWNER)

By: ________________________________

(AUTHORIZED SIGNATURE)

MARTHA BURKE, MAYOR

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this __________day
of __________________________, 2021 by: ________________________________

(Contractor)

By: ________________________________

Title: ________________________________
PART 1 - GENERAL

1.1 DESCRIPTION
A. General:
   1. Furnish all labor, materials, tools, equipment and services as indicated in accordance with provisions of Contract Documents.
   2. It is the intent of the Contract Documents to describe a functionally complete project. Furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, complete, and functional installation.

1.2 WORK COVERED BY CONTRACT
A. The Work of this Contract under the Base Bid generally includes the following:
   1. Base Bid:
      a. Removal of two existing generators and associated switch gear with a single generator.
      b. Installation of Owner Furnished generator and switch gear included all associated wiring.
      c. All miscellaneous earthwork, paving, and electrical associated with the generator upgrade.

B. The Work of this Contract under the Alternate Bid generally includes the following:
   1. Alternate Bid:
      a. None.

1.3 WORK BY OTHERS
A. The primary electric utilities will be replaced to provide the plant 480V power. Coordinate the construction with the electric utilities and provide adequate notice to the utilities of any work required in advance or requiring presence of their personnel. Contacts for coordination with the communications utilities are as follows:
   1. Idaho Power

1.4 WORK SEQUENCE
A. Organize and plan the construction activities to assure the safety and reliability of and to minimize the interruption to the treatment system, electric system and all other utilities.

B. The proposed Work sequence shall be submitted to the Engineer in the Schedule of Construction.
   1. Coordinate all power outages with Owner. Brief power outages (minutes not hours) will be allowed with proper planning and temporary systems in place (if necessary).
   2. Isolation of main power to existing temporary power for changes to existing main power for new generator system. Return main power for plant operation while removal of existing generators and associated switch gear. Period-of-time with no standby power during work shall be clearly understood and approved by Owner.
   3. Construction of generator pad for new Owner Furnished generator.
   4. Placement of new generator and final wiring.
   5. Functional testing of generator.

1.5 OWNER OCCUPANCY
A. Owner will occupy the premises during the entire period of construction for the conduct of his normal operations. Coordinate with Owner in all construction operations to minimize conflicts and to facilitate Owner usage.
1.6 PARTIAL OWNER OCCUPANCY
A. Schedule operations so as to complete certain areas of the Work, as designated below, to enable Owner's occupancy prior to Substantial Completion of the entire Work.

1.7 OUTAGES
A. Organize and plan the construction activities so that the number and length of any required outages shall be minimized.
B. An outage to any customer shall require specific approval of the Owner. The Owner reserves the right to reject any request for an outage.
C. In some cases it may be necessary, at Contractor's expense, to either install temporary facilities for service or schedule the Work during a period when the outage would have minimal impact on treatment.
D. Provide the Owner at least 72 HRS notice in advance of any requested outage so that the Owner may advise and coordinate the outage.

1.8 OWNER-FURNISHED PRODUCTS
A. Products furnished and paid for by Owner shall be as follows:
   1. 750kW generator (see attached information)
   2. 1200-amp service entrance rated automatic transfer switch (see attached information)
B. Contractor shall:
   1. Install Owner-furnished equipment per Contract Documents and manufacturer’s instructions.
   2. Perform inspection and testing as specified herein in accordance with industry standards and Owner-furnished equipment manufacturer’s recommendations.
   3. The equipment purchase contract with Western States Cat includes startup assistance (8 hours, 1 trip, 1 day) and 1 hour of Owner training at the time of startup. The Contractor shall procure any additional needed services if required to assure a complete and functional system.

1.9 CONTRACTOR-FURNISHED PRODUCTS
A. Furnish all products, other than Owner-furnished products designated above.
B. Components required to be supplied in quantity within a specification section shall all be the same and shall be interchangeable.
C. Unless otherwise indicated in the Contract Documents, provide materials and equipment that:
   1. is produced by reputable manufacturers having adequate experience in the manufacture of these items; and
   2. is designed for the service intended; and
   3. have not been previously been incorporated into another project or facility; and
   4. have not changed ownership since their initial production or fabrication and shipment from the manufacturer’s factory or facility; and
   5. if stored since their manufacture or fabrication, have, while in storage, been properly maintained and serviced in accordance with the manufacturer’s recommendations for long-term storage; submit documentation under the relevant technical section that such maintenance and service has been performed; and
   6. have not been subject to degradation or deterioration since manufacture; and
   7. are the current model(s) or type(s) furnished by the Supplier and only modified as necessary to comply with the design.

1.10 UNDERGROUND UTILITIES
A. Utilities known to the Engineer who may have underground facilities in the vicinity of the Work, may be contacted as follows:
1. Idaho Power

1.11 PERMITS AND LICENSES

A. The Contractor shall apply for and obtain the following permits and approvals for the Work:
   1. Building Permit (paid by Owner)

B. Obtain, at his expense, all other permits and licenses necessary for the construction of the Work in accordance with City of Hailey code.

1.12 PHASING

A. Contractor shall be responsible for determining phasing of the existing system and insuring that the phasing of the new system is correct.

B. The implementation of generator replacement with new system electrical is critical to overall plant operation.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION
SECTION 01 29 73
SCHEDULE OF VALUES (LUMP SUM PROJECTS)

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Administrative and procedural requirements for:
      a. Schedule of Values.
B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE
A. Referenced Standards:
   1. Building Code:
      a. International Code Council (ICC):
            amendments, referred to herein as Building Code.

1.3 SUBMITTALS
A. As required in this section.

1.4 SCHEDULE OF VALUES
A. Where a Contract is awarded on a lump sum basis, file with the Owner a balanced price
   segregation of the lump sum bid into items similar to the various subdivisions of the general and
detailed specifications, the sum of which shall equal the lump sum bid.
   1. The cost of various materials shall be furnished upon request of the Owner, and such data
      will then be used as a basis for making progress estimates.
   2. Breakdown costs, itemized by Specification Section and trade, and distribute cost to
      individual applicable units and structures.
   3. Where structures, units, equipment or other components are identified by a specific series
      or, identification number, utilize said designation throughout cost breakdown.
   4. Provide detailed breakdown for individual yard piping or conduit runs and identify
      approximate quantities involved to satisfaction of the Owner.
   5. Provide separate breakdown for change order items requested.
B. A reasonable allocation of the Contract Price to the component parts of the Work will be
   approved if component parts of the Work have values assigned to them that are well-balanced
   with respect to relative values for similar work established by published estimating guides.
   1. Unless otherwise agreed to at the Preconstruction Conference, Means Estimator Guide or
      other similar nationally recognized estimating guide shall be used for resolving differences
      between Engineer's and Contractor's opinions of allocation of values.
   2. Consent of Surety: If Contractor and Engineer cannot mutually agree on a Schedule of
      Values, Owner will approve a Schedule of Values approved by the Surety providing the
      Performance Bond.
C. Contractor's costs shall not govern the allocation of values when application of Contractor's costs
   to a component part of the Work results in any other component part or combination of
   component parts being under-valued in relation to conventional estimating guides.

1.5 APPLICATION FOR PAYMENT
A. Provide a Summary Sheet and cost breakdown sheets equivalent to those of Contractor's
   Application for Payment forms.
B. Submit this sheet each month with Contractor’s pay request breakdown to the Engineer for review and recommendation for payment to the Owner.

C. If the Engineer cannot recommend payment to the Owner, the Engineer will notify the Contractor of reasons and changes needed. Make the changes and resubmit the application for payment.

D. The Summary, cost breakdown, and Stored Material Summary sheets shall be submitted to the Engineer for approval.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Administrative and procedural requirements for:
      a. Preconstruction Conference.
      b. Temporary sanitary facilities
      c. Contractor's Field Office.
      d. Drawings and Contract Documents for Contractor use.
      e. Testing and Special Inspections.
      f. Schedule of values.
      g. Project meetings.
      h. Special considerations related to adjacent properties and facilities.
      i. Administrative procedures.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.

1.2 QUALITY ASSURANCE

1.3 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of
      the submittal process.

1.4 PRECONSTRUCTION CONFERENCE

A. Coordinate Project Meetings with Owner and Engineer.

1.5 TEMPORARY SANITARY FACILITIES

A. Provide temporary sanitary facilities for use of construction workers during construction. Temporary facilities will be located near active construction areas.

B. Do not use existing toilet facilities in occupied areas in construction area without Owner’s written consent.

C. Provide facilities complying with local, State and Federal sanitary laws and regulations.

D. Follow facility provider's minimum maintenance frequency or service more frequently to keep in
   clean and sanitary condition.

E. Provide adequate supplies of toilet paper, cleaning supplies, and other required items.

1.6 CONTRACTOR'S FIELD OFFICE

A. Establish at site of Project, if needed.

B. Remove field office from site upon acceptance of the entire work by the Owner.

1.7 DRAWINGS AND CONTRACT DOCUMENTS FOR CONTRACTOR USE

A. Refer to General Conditions.

B. Pick up all "no-charge" documents within 10 days from date of Notice to Proceed.

C. Additional documents after "no-charge" documents will be furnished to Contractor at cost.
1.8 TESTING AND SPECIAL INSPECTIONS
   A. Provide all testing to confirm work adheres to specifications and serves final purpose.

1.9 SCHEDULE OF VALUES
   A. See Section 01 29 73 - Schedule of Values (Lump Sum Projects).

1.10 PROJECT MEETINGS
   A. Coordinate with Owner and Engineer.

1.11 SPECIAL CONSIDERATIONS RELATED TO FACILITIES
   A. Contractor shall be responsible for arrangements required to enable transportation of materials to the site.
   B. Access, Traffic Control, and Parking:
      1. Maintain conditions of access road to site such that access is not hindered as the result of construction related deterioration.
      2. Do not permit driving across or transporting materials or equipment across areas outside the construction limits shown on the Drawings.
      3. Provide traffic control devices and personnel necessary to ensure a safe interface of construction traffic with business traffic to and from adjacent sites.
      4. Provide access routes for emergency vehicles at all times.
      5. Provide daily sweeping of hard-surface roadways to remove soils tracked onto roadway.
      6. Provide on-site parking for all staff to limit interference with adjacent properties and businesses.

1.12 ADMINISTRATIVE PROCEDURES
   A. Unless otherwise specified, or agreed to in the Pre-Construction Conference, use the Owners standard forms for Work Change Directives, Change Orders, and Field Orders.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION
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PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition, cutting and patching of existing construction where shown on Drawings, or as required to accommodate new work shown or specified.
   2. Removal and protection of items identified to be saved or reused.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.

1.2 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Provide documentation of demolition and removal. Indicate limits and sequencing to be used. Show and identify any items to be kept for Owner reuse or retention.
   3. Provide schedule of demolition activities including overall schedule, planned utility interruptions, interruptions of Owner/Using Agency services and traffic control if required.
   4. Indicating manufacturer and type of:
      a. Proposed materials and methods to be used for new construction, matching and repairing existing construction.

1.3 DELIVERY, STORAGE, AND HANDLING

A. General:
   1. Salvage items, designated for Owner's salvage, as a functional unit.
   2. Protect from damage and deliver to location designated.
   3. Salvage each item with auxiliary or associated equipment required for operation.

1.4 PROJECT CONDITIONS

A. Perform preliminary investigations as required to ascertain extent of work.

1.5 SEQUENCING AND SCHEDULING

A. Coordinate and reschedule work as required to preclude interference with other operations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents.

B. Submit request for substitution in accordance with Owner’s protocol.

2.2 MATERIALS

A. As specified.
PART 3 - EXECUTION

3.1 PREPARATION

A. Provide and maintain covered passageways where necessary to ensure safe passage of persons in or near areas of work.

B. Provide and maintain substantial barricades and safety lights as required.

C. Provide and maintain temporary dustproof partitions where indicated or necessary.
   1. Prevent infiltration of dust into occupied areas.

D. Provide and maintain temporary weather protection as necessary.

E. Provide adequate temporary bracing to maintain safety, stability and to resist all loads to which the structure may be subjected.

3.2 DEMOLITION

A. Cutting and Removal:
   1. Remove existing work indicated to be removed, or as necessary for installation of new work.
   2. Neatly cut and remove materials, and prepare all openings to receive new work.
   3. Remove masonry or concrete in small sections.

B. Modification of Existing Concrete:
   1. Where indicated, remove existing concrete and finish remaining surfaces as shown.
      a. Make openings by sawing through the existing concrete.
         1) Core drill with 6 IN DIA core at the corners of rectangular openings to avoid overcutting at corners.
      b. Break out concrete after initial saw cuts in the event concrete thickness prevents cutting through.
      c. Where saw cutting is not possible, make openings by drilling holes around perimeter of opening and then chopping out the concrete.
         1) Holes shall be sufficient in number to prevent damage to remaining concrete.
   2. Oversize required openings in existing concrete 1 IN on all sides and build back to required opening size by means of grout epoxy bonded to the existing concrete.
   3. Where oversized openings cannot be made, remove the concrete to the required opening size and cut back exposed reinforcing 1 IN from face of concrete and fill resulting holes with bonding agent and non-shrink grout.
      a. At liquid containing structures, coat entire surface with cementitious waterproofing mortar.
   4. Protect remaining concrete from damage.
      a. If existing concrete to remain becomes damaged, cease demolition and make corrections as required to avoid further damage.
      b. Notify Engineer immediately of any damage to remaining concrete.

C. Removal of Existing Anchor Bolts or Other Protruding Elements:
   1. Remove all protruding elements.
   2. Remove to a depth of 1/4 IN from finished surface.
   3. Fill void with epoxy patch.

D. Matching and Patching:
   1. Walls, ceilings, floors or partitions:
      a. Repair abutting walls, ceilings, floors or partitions disturbed by removal.
      b. Match and patch existing construction disturbed during installation of new work.
   2. Methods and materials:
      a. Similar in appearance, and equal in quality to adjacent areas for areas or surfaces being repaired.
      b. Subject to review of Owner.
   3. Reinforcing steel that is cut and exposed:
a. Remove to a depth of 1/4 IN.
   b. Fill void with epoxy patch.

E. Salvaged Items:
   1. Thoroughly dry and clean all metal surfaces.
   2. Dispose of items or materials not designated for Owner's salvage or reuse.
      a. Promptly remove from site.
   3. Do not store or sell Contractor salvaged items or materials on-site.
   4. Carefully remove items to be salvaged and reused or to be delivered to Owner's storage.
      a. Store and protect items indicated on Drawings or those which have been marked by
         Owner to be salvaged or to be reused in Work.
      b. Replace any item damaged through carelessness in removal, storage, or handling with
         new items of same type.
      c. Do not reuse materials or equipment not specifically indicated or specified to be reused.
   5. Preparation of equipment for storage:
      a. Place small parts of wooden boxes and clearly mark contents on the outside.
      b. Attach unit to suitable crate bottom.
      c. Construct crate of wooden slats around top and sides of unit.

F. Clean Up: Transport debris and legally dispose of off-site.

### 3.3 SCHEDULE

A. Items to be salvaged to Owner:

<table>
<thead>
<tr>
<th>EQUIPMENT NAME / DESIGNATION</th>
<th>EQUIPMENT LOCATION</th>
<th>DELIVER TO OWNER'S LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>250 KW Generator</td>
<td>Inside Electrical Building</td>
<td>As directed to on-site location</td>
</tr>
<tr>
<td>400 KW Generator</td>
<td>Outdoor near electrical building</td>
<td>As directed to on-site location</td>
</tr>
</tbody>
</table>

END OF SECTION
PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. All equipment anchoring and mounting shall be in accordance with manufacturer’s requirements for the seismic zone criteria.

B. Owner-Furnished Equipment:
   1. Owner-furnished equipment includes the following:
      a. 750kW generator
      b. 1200-amp service entrance rated automatic transfer switch
   2. Contractor shall:
      a. Install Owner-furnished equipment per Contract Documents and manufacturer’s instructions.
      b. Perform inspection and testing as specified herein in accordance with industry standards and Owner-furnished equipment manufacturer’s recommendations.
      c. The equipment purchase contract with Western States Cat includes startup assistance (8 hours, 1 trip, 1 day) and 1 hour of Owner training at the time of startup. The Contractor shall procure any additional needed services if required to assure a complete and functional system.

1.2 SHIPMENT AND STORAGE

A. Materials and equipment shall be stored in a manner to keep them dry and clean. Equipment and materials to be located indoors shall be stored indoors and sealed with plastic film wrap. Electrical and electronic equipment found stored or staged outdoors over night or in inclement weather shall be considered grounds for equipment rejection and shall be replaced at no cost to the Owner.

1.3 SUBMITTALS

A. Action Submittals: Provide arrangement and dimensional drawings, ratings, schematic and wiring diagrams, connection diagrams, bill of materials, nameplate schedule, and manufacturer descriptive information.
   1. Boxes and device plates.
   2. Junction and pull boxes.
   3. Circuit breakers and switches.
   4. Control devices, terminal blocks, and relays.
   5. Support and framing channels.
   7. Conduit, fittings, and accessories.
   8. Conductors, cable, and accessories.

B. Informational Submittals:
   1. Submit 30 days prior to performing inspections and test:
      a. Schedule for performing inspection and tests.
      b. List of references used for each test.
      c. Sample copy of equipment and materials inspection form(s).
   2. Factory test reports.
   3. Field test reports.
   4. Signed permits indicating Work is acceptable to regulatory authorities having jurisdiction.
   5. Operation and Maintenance Data:
      a. Provide for all equipment, as well as each device having features that can require adjustment, configuration, or maintenance.
b. Minimum information shall include manufacturer’s preprinted instruction manual, one copy of the approved submittal information for the item, tabulation of any settings, and copies of any test reports.

1.4 APPROVAL BY AUTHORITY HAVING JURISDICTION

A. Provide the Work in accordance with NFPA 70, National Electrical Code (NEC). Where required by the Authority Having Jurisdiction (AHJ), material and equipment shall be labeled or listed by a nationally recognized testing laboratory (or other organization acceptable to the AHJ) in order to provide a basis for approval under the NEC.

B. Materials and equipment manufactured within the scope of standards published by Underwriters Laboratories, Inc. shall conform to those standards and shall have an applied UL listing mark or label.

1.5 QUALIFICATIONS

A. PVC-Coated Rigid Steel Conduit Installer: Certified by conduit manufacturer as having received minimum 2 hours of training on installation procedures.

1.6 ENVIRONMENTAL CONDITIONS

A. Size and de-rate equipment and materials for the ambient conditions, but not less than an ambient temperature of 40 degrees C at an elevation of 5,300 feet without exceeding the manufacturer's stated tolerances.

B. Use materials and methods required for the following area classifications:
   1. All exterior areas: Wet.
   2. All interior areas: Dry:
   3. Use NEMA 12 materials and methods in all other areas.

1.7 EQUIPMENT COORDINATION AND SYSTEM RESPONSIBILITY

A. The Contractor is responsible to review and coordinate the equipment supplied from various manufacturers and vendors. This includes but is not limited to the following:
   1. Obtaining specific information on equipment ratings and sizes and verifying the electrical components supplied meet the requirements such as voltage, phase, frequency, starter types, etc.
   2. Due to the proprietary nature of digital control systems, including but not limited to, lighting control systems, fire alarm systems, SCADA systems, and motor control systems, the Contractor shall select, update the design (as required), and provide all components such that they are compatible, operate reliably, and comprise a functional and listed system suitable for the required performance.
   3. Providing equipment that will fit within the space allocated and meet OSHA and N.E.C. clearances.
   4. Coordination of the supplied equipment’s electrical power and control requirements.
   5. Providing power and control equipment, wiring, and raceways to meet the requirements of the mechanical equipment supplied.
   6. Providing all necessary control wiring and components for any special requirements from an equipment manufacturer.
   7. Provide single source coordination responsibility and ensure all system elements are products for which the manufacturer has accepted system responsibility. Agents, representatives, or entities not a direct division of the manufacturing corporation will not be accepted as a substitute for the system manufacturer.
   8. The equipment manufacturer shall not condition or void any warranty for the performance of this drawing/specification product due to incompatibility of any components covered in other drawing/specifications. This requirement does not obligate the manufacturer to warranty the workmanship or quality of components not manufactured by them.

B. The Contractor shall verify as a minimum:
   1. Correct voltage, phase and frequency
2. Size and space requirements
3. Mounting requirements
4. Correct motor starter type and size.
5. Proper coordination with the controls and control system integrator.

C. Bring any discrepancies between the electrical equipment and other equipment to the immediate attention of the Owner.

1.8 BASIS OF DESIGN

A. The basis of design is the installation of equipment and loads as shown in the drawings. In the event that different equipment is provided due to substituted equipment, value engineering, or for the vendor’s equipment to meet mechanical performance requirements the contractor shall coordinate various suppliers, vendors, and subcontractors to change the required electrical and control infrastructure as necessary to meet the vendor’s equipment installation requirements. The traits and characteristics of all provided materials, equipment, and devices shall meet the specifications. These changes to materials, equipment, and devices shall be at no cost to the Owner. Submittal information shall be coordinated with the provided equipment.

1.9 ARC FLASH MITIGATION METHODS

A. The following mitigation method requirements shall apply to all power distribution and utilization equipment supplied for any products supplied on the project and applies to all equipment divisions in the Contract Documents. Refer to the NFPA-70 (NEC) and NFPA-70E (Electrical Safety in the Workplace) for equipment labeling requirements.

B. Equipment Labels: Install equipment labels on the outside of the electrical equipment enclosure, cabinet, and panels to avoid opening the equipment to access the manufacture’s data or the equipment ratings.

C. Hinged Doors: Power distribution equipment shall have hinged rear doors where back access shown.

D. Insulated Power Bus and Insulated Cable Boots:
   1. Provide insulated power bus in power distribution equipment where accessible to installers or maintenance workers.
   2. Provide cable boots for power conductor connections to insulate the exposed power conductor connections.

E. Power and Control Equipment Separation:
   1. Provide separation between power equipment within an enclosure, cabinet, or panel by the use of barriers, separate access doors, or by other means.
   2. Provide separation barriers between main breaker feeders coming into equipment and other termination points or bussing on the load side of the main breaker.

F. Automatic Shutters: Provide automatic shutters, where possible, to close the access to the power bus when a power device is not engaged.

G. Arc flash maintenance system for circuit breakers where indicated.

1.10 EXTRA MATERIALS

A. Furnish, tag, and box for shipment and storage the following spare parts and special tools:
   1. Fuses, 0 to 600 Volts: Six of each type and each current rating installed.
   2. One spare LED driver for each light fixture type used.

PART 2 - PRODUCTS

2.1 GENERAL

A. Products shall comply with all applicable provisions of NFPA 70.
B. Like Items of Equipment: Products of one manufacturer in order to achieve standardization for appearance, operation, maintenance, spare parts, and manufacturer’s service.

C. Equipment Finish: Manufacturer’s standard finish color, unless otherwise indicated.

2.2 ENCLOSURES

A. Finish: Sheet metal structural and enclosure parts completely painted using an electrodeposition process so interior and exterior surfaces as well as bolted structural joints have a complete finish coat on and between them.

B. Color: Manufacturer’s standard color (gray) baked-on enamel, unless otherwise shown.

C. Barriers: Provide metal barriers within enclosures to separate wiring of different systems and voltage.

D. Enclosure Selections: Except as shown otherwise, provide electrical enclosures according to the following table:

<table>
<thead>
<tr>
<th>ENCLOSURES</th>
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<tr>
<td><strong>Location</strong></td>
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<td>Outdoor</td>
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<td>Indoor and Outdoor</td>
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2.3 OUTLET AND DEVICE BOXES

A. Sheet Steel: One-piece drawn type, zinc or cadmium plated.

B. Cast Metal:
   1. Box: Cast ferrous metal.
   2. Cover: Gasketed, weatherproof, and cast ferrous metal with stainless steel screws.
   3. Hubs: Threaded.
   4. Lugs: Cast Mounting.
   5. Manufacturers and Products, Nonhazardous Locations:
      a. Crouse-Hinds; Type FS or FD.
      b. Appleton; Type FS or FD.
      c. Or equal.

2.4 JUNCTION AND PULL BOXES

A. Outlet Boxes Used as Junction or Pull Box: As specified under Article Outlet and Device Boxes.

B. Conduit Bodies Used as Junction Boxes: As specified under Article Conduit and Fittings.

C. Sheet Steel Box:
   1. NEMA 250, Type 1.
   3. Cover: Hinged with clamps.

2.5 DEVICE PLATES

A. General: Sectional type plates not permitted.

B. Cast Metal:
1. Material: Malleable ferrous metal with gaskets.
2. Screw: Oval-head stainless steel.

C. Engraved:
   1. Character Height: 3/16 inch.
   2. Filler: Black

D. Weatherproof:
   1. For Switches:
      a. Gasketed, cast-metal, incorporating external operator for internal switch.
      b. Mounting Screw: Stainless steel.
      c. Manufacturers and Products:
         1) Crouse-Hinds; DS-181 or DS-185.
         2) Appleton; FSK-1VTS or FSK-1VS.
         3) Or equal.

   2. For Receptacles, Damp Locations:
      a. Gasketed, cast-aluminum, with individual cap over each receptacle opening.
      b. Mounting Screw and Cap Spring: Stainless steel.
      c. Manufacturers and Products:
         1) Crouse-Hinds; Type WLRD-1.
         2) Appleton; Type FSK-WRD.
         3) Or equal.

   3. For Receptacles, Wet Locations:
      a. Impact-resistant, nonmetallic, single-gang, horizontal mounting, providing, while in-use, NEMA 3R rating.
      b. Stainless steel mounting and hinge hardware.
      c. Lockable, paintable.
      d. Color: Gray.
      e. Manufacturers:
         1) Carlon.
         2) Leviton.
         3) Or equal.

2.6 SUPPORT AND FRAMING CHANNELS

A. Carbon Steel Framing Channel:
   1. Material: Rolled, mild strip steel, 12 gauge, ASTM A1011/A1011M, Grade 33.

B. Stainless Steel Framing Channel: Rolled, ASTM A167, Type 316 stainless steel, 12 gauge.

C. Manufacturers:
   1. B-Line Systems, Inc.
   2. Unistrut Corp.
   3. Or equal.

2.7 NAMEPLATES

A. Material: Laminated plastic.

B. Attachment: Adhesive.

C. Color: Black, engraved to a white core, or as shown.

D. Engraving:
   1. Devices and Equipment: Name or tag shown, or as required.
   2. Panelboards:
      a. Designation.
      b. Service voltage.
c. Phases.
3. Minimum Requirement: Label metering and power distribution equipment, local control panels, junction boxes, motor controls, and transformers.

E. Letter Height:
1. Pushbuttons, Selector Switches, and Other Devices: 1/8 inch.
2. Equipment and Panelboards: 1/4 inch.

2.8 CONDUIT AND FITTINGS

A. Intermediate Metal Conduit (IMC):
   1. Meet requirements of NEMA C80.6 and UL 1242.
   2. Material: Hot-dip galvanized, with chromated and lacquered protective layer.

B. Rigid Galvanized Steel Conduit (RGS):
   1. Meet requirements of NEMA C80.1 and UL 6.
   2. Material: Hot-dip galvanized, with chromated protective layer.

C. PVC Schedule 40 Conduit:
   1. Meet requirements of NEMA TC 2 and UL 651.
   2. UL listed for concrete encasement, underground direct burial, concealed, or direct sunlight exposure, and 90 degrees C insulated conductors.

D. PVC-Coated Rigid Galvanized Steel Conduit:
   1. Meet requirements of NEMA RN 1.
   2. Material:
      a. Meet requirements of NEMA C80.1 and UL 6.
      b. Exterior Finish: PVC coating, 40 mils nominal thickness, bond to metal shall have tensile strength greater than PVC.
      c. Interior finish: Urethane coating, 2 mils nominal thickness.
   3. Threads: Hot-dipped galvanized and factory coated with urethane.
   4. Bendable without damage to either interior or exterior coating.

E. Flexible Metal, Liquid-Tight Conduit:
   1. UL 360 listed for 105 degrees C insulated conductors.

F. Fittings:
   1. Provide bushings, grounding bushings, conduit hubs, conduit bodies, couplings, unions, expansion fittings, and cable sealing fittings, as applicable.
   2. Rigid Galvanized Steel and Intermediate Metal Conduit:
      a. Meet requirements of UL 514B.
      b. Type: Threaded, galvanized.
   3. PVC Conduit:
      a. Meet requirements of NEMA TC 3.
      b. Type: PVC, slip-on.
   4. PVC-Coated Rigid Galvanized Steel Conduit:
      a. Meet requirements of UL 514B.
      b. Fittings: Rigid galvanized steel type, PVC-coated by conduit manufacturer.
      c. Conduit Bodies: Cast metal hot-dipped galvanized or urethane finish. Cover shall be of same material as conduit body. PVC-coated by conduit manufacturer.
      d. Finish: 40-mil PVC exterior, 2-mil urethane interior.
      e. Overlapping pressure sealing sleeves.
      g. Manufacturers:
         1) Robroy Industries.
         2) Ocal.
         3) Or equal.
      h. Expansion Fitting Manufacturer and Product: Ocal; Ocal-Blue XJG, or equal.
   5. Flexible Metal, Liquid-Tight Conduit:
a. Metal insulated throat connectors with integral nylon or plastic bushing rated for 105 degrees C.
b. Insulated throat and sealing O-rings.

2.9 CONDUIT ACCESSORIES

A. Duct Bank Spacers:
   1. Type: Nonmetallic, interlocking, for multiple conduit sizes.
   2. Suitable for all types of conduit.
   3. Manufacturers:
      a. Underground Device, Inc.
      b. Carlon.
      c. Or equal.

B. Identification Devices:
   1. Raceway Tags:
      b. Shape: Round.
      c. Raceway Designation: Pressure stamped, embossed, or engraved.
      d. Tags relying on adhesives or taped-on markers not permitted.
   2. Warning Tape:
      a. Material: Polyethylene, 4-mil gauge with detectable strip.
      b. Color: Red.
      c. Width: Minimum 6 inches.
      d. Designation: Warning on tape that electric circuit is located below tape.
      e. Identifying Letters: Minimum 1-inch high permanent black lettering imprinted continuously over entire length.

C. Raceway Band:
   1. Slip-on Type:
      a. Provide heat-shrinkable, black, medium-wall polyolefin tubing with factory-applied adhesive/sealant. Select product size based upon raceway outside diameter.
      b. Manufacturer and Product: 3M; Type IMCSN, medium wall cable sleeve.
   2. Wrap-around Type:
      a. Provide 4-inch width, 20-mil thickness, nonprinted black PVC corrosion protection tape with primer.
      b. Manufacturer and Product: 3M; Type Scotchrap 51 with Scotchrap Pipe Primer, or equal.

2.10 CONDUCTORS

A. Conductors 600 Volts and Below:
   1. Conform to applicable requirements of NEMA WC 71, WC 72, and WC 74.
   2. Conductor Type:
      a. 120- and 277-Volt Lighting, No. 10 AWG and Smaller: Solid copper.
      b. 120-Volt Receptacle Circuits, No. 10 AWG and Smaller: Solid copper.
      c. All Other Circuits: Stranded copper.
   3. Insulation: Type THHN/THWN, except for sizes No. 6 and larger, with XHHW-2 insulation.

2.11 600-VOLT RATED CABLE:

A. General:
   1. Type TC, meeting requirements of UL 1277, including Vertical Tray Flame Test at 20,000 Btu per hour, and NFPA 70, Article 340, or UL 13 meeting requirements of NFPA 70, Article 725.
   2. Permanently and legibly marked with manufacturer’s name, maximum working voltage for which cable was tested, type of cable, and UL listing mark.
3. Suitable for installation in open air, in cable trays, or conduit.
5. Overall Outer Jacket: PVC, flame-retardant, sunlight- and oil-resistant.

B. No. 16 AWG, Twisted, Shielded Pair (TSP), Instrumentation Cable: Single pair, designed for noise rejection for process control, computer, or data log applications meeting NEMA WC 55 requirements.
   1. Outer Jacket: 45 mils nominal thickness.
   2. Individual Pair Shield: 1.35 mils, double-faced aluminum/synthetic polymer overlapped to provide 100 percent coverage.
   3. Dimension: 0.31-inch nominal outside diameter.
   4. Conductors:
      a. Bare soft annealed copper, Class B, seven-strand concentric, meeting requirements of ASTM B8.
      b. 20 AWG, seven-strand tinned copper drain wire.
      c. Insulation: 15 mils nominal PVC.
      d. Jacket: 4 mils nominal nylon.
      e. Color Code: Pair conductors black and red.
5. Manufacturers: Okonite Co.

C. Foil Shielded/Shielded Twisted Pair (F/STP) Telephone and Data Cable, 600V:
   1. Category 6A, UL listed, and third party verified to comply with TIA/EIA 568-C.2 Category 6A requirements.
   2. Suitable for high-speed network applications including gigabit Ethernet and video. Cable shall be interoperable with other standards compliant products and shall be backward compatible with Category 5 and Category 5e.
   3. Four each individually twisted pair and PVC jacket.
   4. 1585 Ethernet cable as recommended by PLC manufacturer.

2.12 ACCESSORIES FOR CONDUCTORS:

A. Tape:
   1. General Purpose, Flame Retardant: 7 mils, vinyl plastic, Scotch Brand 33, rated for 90 degrees C minimum, meeting requirements of UL 510.
   2. Flame Retardant, Cold and Weather Resistant: 8.5 mils, vinyl plastic, Scotch Brand 88.
   3. Arc and Fireproofing:
      a. 30 mils, elastomer.
      b. Manufacturers and Products:
         1) 3M; Scotch Brand 77, with Scotch Brand 69 glass cloth tapebinder.
         2) Plymount; Plyarc 53, with Plyglas 77 glass cloth tapebinder.
         3) Or equal.

B. Identification Devices:
   1. Sleeve-type, permanent, PVC, yellow or white, with legible machine-printed black markings.
   2. Manufacturer and Products: Raychem; Type D-SCE or ZH-SCE, or equal.

C. Connectors and Terminations:
   1. Nylon, Self-Insulated Crimp Connectors:
      a. Manufacturers and Products:
         1) Thomas & Betts; Sta-Kon.
         2) Burndy; Insulug.
         3) ILSCO.
         4) Or equal.

D. Self-Insulated, Freespring Wire Connector (Wire Nuts):
   1. Plated steel, square wire springs.
   2. UL Standard 486C.
   3. Manufacturers and Products:
a. Thomas & Betts.
b. Ideal; Twister.
c. Or equal.

E. Cable Lugs:
1. In accordance with NEMA CC 1.
2. Rated 600 volts of same material as conductor metal.
3. Uninsulated Crimp Connectors and Terminators:
   a. Suitable for use with 75 degrees C wire at full NFPA 70, 75 degrees C ampacity.
   b. Manufacturers and Products:
      1) Thomas & Betts; Color-Keyed.
      2) Burndy; Hydent.
      3) ILSCO.
      4) Or equal.
4. Uninsulated, Bolted, Two-Way Connectors and Terminators:
   a. Manufacturers and Products:
      1) Thomas & Betts; Locktite.
      2) Burndy; Quiklug.
      3) ILSCO.
      4) Or equal.

F. Cable Ties:
1. Nylon, adjustable, self-locking, and reusable.
2. Manufacturer and Product: Thomas & Betts; TY-RAP, or equal.

G. Heat Shrinkable Insulation:
1. Thermally stabilized, crosslinked polyolefin.
2. Manufacturer and Product: Thomas & Betts; SHRINK-KON, or equal.

2.13 GROUNDING

A. Ground Rods: Provide copper with minimum diameter of 5/8-inch, and length of 10 feet.

B. Ground Conductors: Stranded copper.

C. Equipotential Grounding Busbar and Mounting Kit: Erico Products, Inc. EGB series, or equal.

D. Connectors:
1. Exothermic Weld Type:
   a. Outdoor Weld: Suitable for exposure to elements or direct burial.
   b. Indoor Weld: Utilize low-smoke, low-emission process.
   c. Manufacturers:
      1) Erico Products, Inc.; Cadweld and Cadweld Exolon.
      2) Thermoweld.
      3) Or equal.
2. Compression Type:
   a. Compress-deforming type; wrought copper extrusion material.
   b. Single indentation for conductors 6 AWG and smaller.
   c. Double indentation with extended barrel for conductors 4 AWG and larger.
   d. Single barrels prefilled with oxide-inhibiting and anti-seizing compound.
   e. Manufacturers:
      1) Burndy Corp.
      2) Thomas and Betts Co.
      3) ILSCO.
      4) Or equal.
3. Mechanical Type:
   a. Split-bolt, saddle, or cone screw type; copper alloy material.
   b. Manufacturers:
      1) Burndy Corp.
PART 3 - EXECUTION

3.1 GENERAL

A. Install materials and equipment in accordance with manufacturer’s instructions and recommendations.

B. Work shall comply with all applicable provisions of NECA 1.

C. Electrical Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.

3.2 COMBINING CIRCUITS INTO COMMON RACEWAY

A. Drawings show each homerun circuit. Do not combine power or control circuits into common raceways without authorization of Engineer.

B. Homerun circuits shown on Drawings indicate functional wiring requirements for power and control circuits. Circuits may be combined into common raceways in accordance with the following requirements:

1. Analog control circuits from devices in same general area to same destination.
   a. Do not combine power or AC discrete control circuits in same conduit with analog circuits.
   b. Do not combine Class 2 or Class 3 circuits including, but not limited to, HVAC control circuits, fire alarm circuits, paging system circuits with power or Class 1 circuits.
   c. Analog circuits shall be continuous from source to destination. Do not add TJB, splice, or combine into a multi-pair cable without authorization of Engineer.
   d. Raceways: Do not exceed 40 percent fill.
   e. Record and document all changes on record drawings.

2. Discrete control circuits from devices in the same general area to the same destination.
   a. Do not combine power or analog control circuits in same conduit with discrete circuits.
   b. Do not combine Class 2 or Class 3 circuits including, but not limited to, HVAC control circuits, fire alarm circuits, and paging system circuits with power or Class 1 circuits.
   c. Raceways: Do not exceed 40 percent fill.
   d. Record and document all changes on record drawings.

3. Power circuits from loads in same general area to same source location (such as panelboard, switchboard, and low voltage motor control center).
   a. Lighting Circuits: Combine no more than three circuits to a single raceway. Contractor is responsible for increasing conduit and conductor size for derating as required by NEC.
   b. Receptacle Circuits, 120-Volt Only: Combine no more than three circuits to a single raceway. Provide a separate neutral conductor for each circuit. Contractor is responsible for increasing conduit and conductor size for derating as required by NEC.
   c. All Other Power Circuits: Do not combine power circuits without authorization of Engineer.

3.3 DEMOLITION

A. General Demolition:
   1. Where shown, de-energize and disconnect nonelectrical equipment for removal by others.
   2. Where shown, de-energize, disconnect, and remove electrical equipment.
   3. Remove affected circuits and raceways back to serving panelboard or control panel. Where affected circuits are consolidated with others, remove raceways back to first shared condulet or box. Where underground or embedded raceways are to be abandoned, remove raceway to 1 inch below surface of structure or 12 inches belowgrade and restore existing surface.
3.4 PROTECTION FOLLOWING INSTALLATION
A. Protect materials and equipment from corrosion, physical damage, and effects of moisture on insulation.
B. Cap conduit runs during construction with manufactured seals.
C. Close openings in boxes or equipment during construction.

3.5 SERVICE ENTRANCE EQUIPMENT AND UTILITY METERING
A. Unless otherwise specified or shown, schedule and coordinate work with Idaho Power (serving utility) as required for electric utility service.
B. Verify utility metering is connected and operating in accordance with utility requirements as applicable.

3.6 OUTLET AND DEVICE BOXES
A. Install suitable for conditions encountered at each outlet or device in wiring or raceway system, sized to meet NFPA 70 requirements.
B. Size:
   1. Depth: Minimum 2 inches, unless otherwise required by structural conditions. Box extensions not permitted.
C. Locations:
   1. Drawing locations are approximate.
   2. To avoid interference with mechanical equipment or structural features, relocate outlets as directed by Engineer.
D. Install plumb and level.
E. Flush Mounted:
   1. Install with concealed conduit.
   2. Install proper type extension rings or plaster covers to make edges of boxes flush with finished surface.
F. Support boxes independently of conduit by attachment to building structure or structural member.
G. Box Type (Steel Raceway System):
   1. Outdoor Locations: Cast metal.
   2. Indoor Dry Locations: Cast metal.

3.7 JUNCTION AND PULL BOXES
A. Install where shown and where necessary to terminate, tap-off, or redirect multiple conduit runs.
B. Install pull boxes where necessary in raceway system to facilitate conductor installation.
C. Install in conduit runs at least every 150 feet or after the equivalent of three right-angle bends.
D. Use outlet boxes as junction and pull boxes wherever possible and allowed by applicable codes.
E. Use conduit bodies as junction and pull boxes where no splices are required and their use is allowed by applicable codes.
F. Installed boxes shall be accessible.
G. Do not install on finished surfaces.
H. Install plumb and level.
I. Support boxes independently of conduit by attachment to building structure or structural member.
J. At or below grade:
1. Install boxes for below grade conduit flush with finished grade in locations outside of paved areas, roadways, or walkways.
2. If adjacent structure is available, box may be mounted on structure surface just above finished grade in accessible but unobtrusive location.
3. Obtain Owner’s written acceptance prior to installation in paved areas, roadways, or walkways.
4. Use boxes and covers suitable to support anticipated weights.

K. Flush Mounted:
   1. Install with concealed conduit.
   2. Holes in surrounding surface shall be no larger than required to receive box.
   3. Make edges of boxes flush with final surface.

L. Mounting Hardware:
   1. Noncorrosive Indoor Dry Areas: Galvanized.
   2. Outdoor or Noncorrosive Indoor Wet Areas: Stainless steel.

3.8 DEVICE PLATES

A. Securely fasten to wiring device; ensure a tight fit to box.
B. Flush Mounted: Install with all four edges in continuous contact with finished wall surfaces without use of mats or similar materials. Plaster fillings will not be acceptable.
C. Surface Mounted: Plate shall not extend beyond sides of box, unless plates have no sharp corners or edges.
D. Install with alignment tolerance to box of 1/16 inch.
E. Engrave with designated titles.
F. Types (Unless Otherwise Shown):
   2. Indoor Surface Mounted Metal Boxes: Cast.

3.9 SUPPORT AND FRAMING CHANNELS

A. Install where required for mounting and supporting electrical equipment and raceway systems.
B. Channel Type:
   1. Interior, Wet or Dry Noncorrosive Locations: Carbon steel.
   2. Interior, Wet or Dry Corrosive Locations: Type 316 stainless steel.
   4. Outdoor, Corrosive Locations: Type 316 stainless steel.
C. Paint carbon steel channel cut ends prior to installation with zinc-rich primer.

3.10 NAMEPLATES

A. Provide identifying nameplate on all equipment.

3.11 CONDUIT AND FITTINGS

A. General:
   1. Crushed or deformed raceways not permitted.
   2. Maintain raceway entirely free of obstructions and moisture.
   3. Immediately after installation, plug or cap raceway ends with watertight and dust-tight seals until time for pulling in conductors.
   4. Sealing Fittings: Provide drain seal in vertical raceways where condensate may collect above sealing fitting.
   5. Avoid moisture traps where possible. When unavoidable in exposed conduit runs, provide junction box and drain fitting at conduit low point.
   6. Group raceways installed in same area.
7. Follow structural surface contours when installing exposed raceways. Avoid obstruction of passageways.
8. Run exposed raceways parallel or perpendicular to walls, structural members, or intersections of vertical planes.
9. Block Walls: Do not install raceways in same horizontal course with reinforcing steel.
10. Install watertight fittings in outdoor, underground, or wet locations.
11. Paint threads and cut ends, before assembly of fittings, galvanized conduit or PVC-coated galvanized conduit installed in exposed or damp locations with zinc-rich paint or liquid galvanizing compound.
12. Metal conduit to be reamed, burrs removed, and cleaned before installation of conductors, wires, or cables.
13. Do not install raceways in concrete equipment pads, foundations, or beams.
14. Horizontal raceways installed under floor slabs shall lie completely under slab, with no part embedded within slab.
15. Install concealed, embedded, and buried raceways so that they emerge at right angles to surface and have no curved portion exposed.
16. Install conduits for Category 6 data cables in strict conformance with the requirements of EIA/TIA 569.

B. Installation in Cast-in-Place Structural Concrete:
1. Minimum cover 2 inches, including all fittings.
2. Conduit placement shall not require changes in reinforcing steel location or configuration.
3. Provide nonmetallic support during placement of concrete to ensure raceways remain in position.
4. Conduit larger than 1 inch shall not be embedded in concrete slabs, walls, foundations, columns or beams, unless approved by Engineer.
5. Slabs and Walls:
   a. Trade size of conduit not to exceed one-fourth of the slab or wall thickness.
   b. Install within middle one-third of slab or wall.
   c. Separate conduit less than 2-inch trade size by a minimum ten times conduit trade size, center-to-center, unless otherwise shown.
   d. Separate conduit 2 inches and greater trade size by a minimum eight times conduit trade size, center-to-center, unless otherwise shown.
   e. Cross conduit at an angle greater than 45 degrees, with minimum separation of 1 inch.
   f. Separate conduit by a minimum six times the outside dimension of expansion and deflection fittings at expansion joints.
   g. Conduit shall not be installed below the maximum water surface elevation in walls of water holding structures.
6. Columns and Beams:
   a. Trade size of conduit not to exceed one-fourth of beam thickness.
   b. Conduit cross-sectional area not to exceed 4 percent of beam or column cross section.

C. Conduit Application:
2. Outdoor, Exposed: Rigid galvanized steel
3. Indoor, Exposed: Intermediate metal or rigid galvanized steel.
6. Transition from Underground or Concrete Embedded to Exposed: PVC-coated rigid galvanized steel.

D. Connections:
1. For equipment where flexible connection is required to minimize vibration:
   a. General: Flexible metal, liquid-tight conduit.
   b. Length: 18 inches minimum, 60 inches maximum, sufficient to allow movement or adjustment of equipment.
E. Penetrations:
   1. Make at right angles, unless otherwise shown.
   2. Notching or penetration of structural members, including footings and beams, not permitted.
   3. Fire-Rated Walls, Floors, or Ceilings: Firestop openings around penetrations to maintain fire-resistance rating.
   5. Entering Structures:
      a. General: Seal raceway at the first box or outlet with oakum or expandable plastic compound to prevent the entrance of gases or liquids from one area to another.
      b. Concrete Roof or Membrane Waterproofed Wall or Floor: Provide watertight seal.
      c. Existing or Precast Wall (Underground): Core drill wall and install watertight entrance seal device.
      d. Nonwaterproofed Wall or Floor (Underground, without Concrete Encasement):
         1) Provide Schedule 40 galvanized pipe sleeve or watertight entrance seal device.
         2) Fill space between raceway and sleeve with expandable plastic compound or oakum and lead joint on each side.

F. Support:
   1. Support from structural members only, at intervals not exceeding NFPA 70 requirements, and in any case not exceeding 8 feet. Do not support from piping, pipe supports, or other raceways.
   2. Application/Type of Conduit Strap:
      a. Steel Conduit: Zinc-coated steel, pregalvanized steel, or malleable iron.
      b. PVC-Coated Rigid Steel Conduit: PVC-coated metal.
      c. Nonmetallic Conduit: Nonmetallic or PVC-coated metal.
   3. Provide and attach wall brackets, strap hangers, or ceiling trapeze as follows:
      a. Wood: Wood screws.
      b. Hollow Masonry Units: Toggle bolts.
      c. Concrete or Brick: Expansion shields, or threaded studs driven in by powder charge, with lock washers and nuts.
      e. Location/Type of Hardware:
         1) Dry, Noncorrosive Areas: Galvanized.
         2) Wet, Noncorrosive Areas: Stainless steel.

G. Bends:
   1. Install concealed raceways with a minimum of bends in the shortest practical distance.
   2. Make bends and offsets of longest practical radius. Bends in conduits and ducts being installed for fiber optic cables shall be not less than 20 times cable diameter, 15 inches minimum.
   3. Install with symmetrical bends or cast metal fittings.
   4. Avoid field-made bends and offsets, but where necessary, make with acceptable hickey or bending machine. Do not heat metal raceways to facilitate bending.
   5. Make bends in parallel or banked runs from same center or centerline with same radius so that bends are parallel.
   6. Factory elbows may be installed in parallel or banked raceways if there is change in plane of run and raceways are same size.
   7. PVC Conduit:
      b. 90-Degree Bends: Provide rigid steel elbows, PVC-coated where direct buried.
      c. Use manufacturer’s recommended method for forming smaller bends.
   8. Flexible Conduit: Do not make bends that exceed allowable conductor bending radius of cable to be installed or that significantly restricts conduit flexibility.

H. Expansion and Deflection Fittings: Provide on all raceways at structural expansion joints and in long tangential runs.

I. PVC Conduit:
1. Solvent Welding:
   a. Provide manufacturer recommended solvent; apply to all joints.
   b. Install such that joint is watertight.
2. Adapters:
   a. PVC to Metallic Fittings: PVC terminal type.
   b. PVC to Rigid Metal Conduit: PVC female adapter.
3. Belled-End Conduit: Bevel the unbelled end of the joint prior to joining.

J. PVC-Coated Rigid Steel Conduit:
1. Install in accordance with manufacturer’s instructions.
2. All tools and equipment used in the cutting, bending, threading, and installation of PVC-coated rigid steel conduit shall be designed to limit damage to the PVC coating.
3. Provide PVC boot to cover all exposed threading.

K. Termination at Enclosures:
2. Nonmetallic, Cabinets, and Enclosures: Terminate conduit in threaded conduit hubs, maintaining enclosure integrity.
3. Sheet Metal Boxes, Cabinets, and Enclosures:
   a. Rigid Galvanized Conduit:
      1) Provide one lock nut each on inside and outside of enclosure.
      2) Install grounding bushing.
      3) Provide bonding jumper from grounding bushing to equipment ground bus or ground pad; if neither ground bus nor pad exists, connect jumper to lag bolt attached to metal enclosure.
      4) Install insulated bushing on ends of conduit where grounding is not required.
      5) Provide insulated throat when conduit terminates in sheet metal boxes having threaded hubs.
      6) Utilize sealing locknuts or threaded hubs on outside of NEMA 3R and NEMA 12 enclosures.
      7) Terminate conduits with threaded conduit hubs at NEMA 4 and 4X boxes and enclosures.
   b. Flexible Metal Conduit: Provide two-screw type, insulated, malleable iron connectors.
   c. PVC-Coated Rigid Galvanized Steel Conduit: Provide PVC-coated, liquid-tight, metallic connector.
   d. PVC Schedule 40 Conduit: Provide PVC terminal adapter with locknut.
4. Free-Standing Enclosures:
   a. Terminate metal conduit entering bottom with grounding bushing; provide a grounding jumper extending to equipment ground bus or grounding pad.
   b. Terminate PVC conduit entering bottom with bell end fittings.

L. Empty Raceways:
1. Provide permanent, removable cap over each end.
2. Provide nylon pull cord.
3. Identify with waterproof tags attached to pull cord at each end, and at intermediate pull point.

3.12 UNDERGROUND RACEWAYS:

A. Grade: Maintain minimum grade of 4 inches in 100 feet, either from one manhole, handhole, or pull box to the next, or from a high point between them, depending on surface contour.

B. Cover: Maintain minimum 2-foot cover above conduit, unless otherwise shown.

C. Make routing changes as necessary to avoid obstructions or conflicts.

D. Couplings: In multiple conduit runs, stagger so couplings in adjacent runs are not in same transverse line.
E. Union type fittings not permitted.

F. Spacers:
   1. Provide preformed, nonmetallic spacers, designed for such purpose, to secure and separate parallel conduit runs in a trench.
   2. Install at intervals not greater than that specified in NFPA 70 for support of the type conduit used, but in no case greater than 10 feet.

G. Support conduit so as to prevent bending or displacement during backfilling.

H. Installation with Other Piping Systems:
   1. Crossings: Maintain minimum 12-inch vertical separation.
   2. Parallel Runs: Maintain minimum 12-inch separation.
   3. Installation over valves or couplings not permitted.

I. Metallic Raceway Coating: Along entire length, coat with raceway coating.

J. Provide expansion fittings that allow minimum of 4 inches of movement in vertical conduit runs from underground where exposed conduit will be fastened to or will enter building or structure.

K. Provide deflectional/expansion fittings in conduit runs that exit building or structure below grade. Conduit from building wall to fitting shall be PVC-coated rigid steel.

3.13 CONDUCTORS

A. Conductor storage, handling, and installation shall be in accordance with manufacturer’s recommendations.

B. Do not exceed manufacturer’s recommendations for maximum pulling tensions and minimum bending radii.

C. Conduit system shall be complete prior to drawing conductors. Lubricate prior to pulling into conduit. Lubrication type shall be as approved by conductor manufacturer.

D. Terminate all conductors and cables, unless otherwise shown.

E. Do not splice conductors, unless specifically indicated or approved by Engineer.

F. Bundling: Where single conductors and cables in manholes, handholes, vaults, cable trays, and other indicated locations are not wrapped together by some other means, bundle conductors from each conduit throughout their exposed length with cable ties placed at intervals not exceeding 12 inches.

G. Wiring within Equipment and Local Control Panels: Remove surplus wire, dress, bundle, and secure.

H. Power Conductor Color Coding:
   1. No. 6 AWG and Larger: Apply general purpose, flame retardant tape at each end, and at accessible locations wrapped at least six full overlapping turns, covering an area 1-1/2 to 2 inches wide.
   2. No. 8 AWG and Smaller: Provide colored conductors.
   3. Colors:
      c. Live Wires, 240/120-Volt, Three-Phase, Four-Wire, Delta, and Center Tap Ground on Single-Phase:
         1) Phase A: Black
         2) High (wild) Leg: Orange
         3) Phase C: Blue
      d. Live Wires, 277/480-Volt, Three-Phase System: Brown, orange, yellow.
      e. Ground Wire: Green.

I. Circuit Identification:
1. Assign circuit name based on device or equipment at load end of circuit. Where this would result in same name being assigned to more than one circuit, add number or letter to each otherwise identical circuit name to make it unique.
2. Method: Identify with sleeves. Taped-on markers or tags relying on adhesives not permitted.

J. Connections and Terminations:
   1. Install wire nuts only on solid conductors.
   2. Install nylon self-insulated crimp connectors and terminators for instrumentation and control circuit conductors.
   3. Tape insulate all uninsulated connections.
   4. Install crimp connectors and compression lugs with tools approved by connector manufacturer.

3.14 GROUNDING

A. Grounding comply with NFPA 70 and as shown.

B. Ground electrical service neutral at service entrance equipment to supplementary grounding electrodes.

C. Ground each separately derived system neutral to nearest effectively grounded building structural steel member or separate grounding electrode.

D. Bond together system neutrals, service equipment enclosures, exposed noncurrent-carrying metal parts of electrical equipment, metal raceways, ground conductor in raceways and cables, receptacle ground connections, and metal piping systems.

E. Shielded Instrumentation Cables:
   1. Ground shield to ground bus at power supply for analog signal.
   2. Expose shield minimum 1 inch at termination to field instrument and apply heat shrink tube.
   3. Do not ground instrumentation cable shield at more than one point.

F. Equipment Grounding Conductors: Provide in all conduits containing power conductors and control circuits above 50 volts.

G. Ground Rods: Install full length with conductor connection at upper end.

3.15 FIELD QUALITY CONTROL

A. General:
   1. Test equipment shall have an operating accuracy equal to, or greater than, requirements established by InterNational Electrical Testing Association (NETA) Acceptance Testing Specifications (ATS).
   2. Test instrument calibration shall be in accordance with NETA ATS.
   3. Perform inspection and electrical tests after equipment is installed.
   4. Perform tests with apparatus de-energized whenever feasible.
   5. Inspection and electrical tests on energized equipment are to be:
      a. Scheduled with Engineer prior to de-energization.
      b. Minimized to avoid extended period of interruption to the operating plant equipment.

B. Quality Assurance:
   1. Testing Firm Qualifications:
      a. Corporately and financially independent organization functioning as an unbiased testing authority.
      b. Professionally independent of manufacturers, suppliers, and installers of electrical equipment and systems being tested.
      c. Employer of engineers and technicians regularly engaged in testing and inspecting of electrical equipment, installations, and systems.
      d. Supervising engineer accredited as Certified Electrical Test Technologist by NICET or NETA and having a minimum of 5 years’ testing experience on similar projects.
      e. Technicians certified by NICET or NETA.
f. Assistants and apprentices assigned to Project at ratio not to exceed two certified to one noncertified assistant or apprentice.

g. In compliance with OSHA CFR 29, Part 1910.7 criteria for accreditation of testing laboratories or a full member company of NETA.

2. Test equipment shall have an operating accuracy equal to or greater than requirements established by NETA ATS.

3. Test instrument calibration shall be in accordance with NETA ATS.

C. Tests and inspection shall establish that:
   1. Electrical equipment is operational within industry and manufacturer’s tolerances.
   2. Installation operates properly.
   3. Equipment is suitable for energization.
   4. Installation conforms to requirements of Contract Documents and NFPA 70.

D. Perform inspection and testing in accordance with NETA ATS, industry standards, and manufacturer’s recommendations.

E. Adjust mechanisms and moving parts for free mechanical movement.

F. Adjust adjustable relays and sensors to correspond to operating conditions, or as recommended by manufacturer.

G. Verify nameplate data for conformance to Contract Documents.

H. Realign equipment not properly aligned and correct unlevelness.

I. Properly anchor electrical equipment found to be inadequately anchored.

J. Tighten accessible bolted connections, including wiring connections, with calibrated torque wrench to manufacturer’s recommendations, or as otherwise specified.

K. Clean contaminated surfaces with cleaning solvents as recommended by manufacturer.

L. Provide proper lubrication of applicable moving parts.

M. Investigate and repair or replace:
   1. Electrical items that fail tests.
   2. Active components not operating in accordance with manufacturer’s instructions.
   3. Damaged electrical equipment.

N. Electrical Enclosures:
   1. Remove foreign material and moisture from enclosure interior.
   2. Vacuum and wipe clean enclosure interior.
   3. Remove corrosion found on metal surfaces.
   4. Repair or replace, as determined by Engineer, door and panel sections having damaged surfaces.
   5. Replace missing or damaged hardware.

O. Provide certified test report(s) documenting the successful completion of specified testing. Include field test measurement data.

P. Test the following equipment and materials:
   1. Owner-furnished equipment.
   2. Conductors: Insulation resistance, No. 4 and larger only.
   3. Panelboards, switches, and circuit breakers.
   4. Dry-type transformers
   5. Metering
   6. Motor controls and VFD’s.
   7. Grounding systems.
   8. AC induction motors
   9. Active Harmonic Conditioners

Q. Controls and Metering:
1. Test control and signal wiring for proper termination and function.
2. Test local control panels and other control devices for proper terminations, configuration and settings, and functions.
3. Demonstrate proper operation of control, metering, monitoring, and indication functions in presence of Owner and Engineer.

R. Balance electrical load between phases on panelboards after installation.

S. Voltage Testing:
   1. When installation is complete and facility is in operation, check voltage to Project.
   2. Check voltage amplitude and balance between phases for loaded and unloaded conditions.

T. Equipment Line Current:
   1. Check line current in each phase for each piece of equipment.

END OF SECTION
SECTION 26 08 00
COMMISSIONING OF ELECTRICAL SYSTEMS

PART 1  GENERAL

1.01  REFERENCES

A. The following is a list of standards which may be referenced in this section:
   1. Institute of Electrical and Electronics Engineers (IEEE):
      a. 43, Recommended Practice for Testing Insulating Resistance of Rotating Machinery.
      b. 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.
   2. National Electrical Manufacturers Association (NEMA):
      a. AB 4, Guidelines for Inspection and Preventive Maintenance of Molded Case Circuit Breakers Used in Commercial and Industrial Applications.
      b. PB 2, Deadfront Distribution Switchboards.
      a. 70, National Electrical Code (NEC).
      b. 70B, Recommended Practice for Electrical Equipment Maintenance.
      c. 70E, Standard for Electrical Safety in the Workplace.

1.02  SUBMITTALS

A. Informational Submittals:
   1. Testing Agency Qualifications: For testing agencies to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
   2. Submit 30 days prior to performing inspections or tests:
      a. Schedule for performing inspection and tests.
      b. List of references to be used for each test.
      c. Sample copy of equipment and materials inspection form(s).
      d. Sample copy of individual device test form.
      e. Sample copy of individual system test form.
   3. Energization Plan: Prior to initial energization of electrical distribution equipment; include the following:
      a. Owner’s representative sign-off form for complete and accurate arc flash labeling and proper protective device settings for equipment to be energized.
b. Staged sequence of initial energization of electrical equipment.
c. Lock-Out-Tag-Out plan for each stage of the progressive energization.
d. Barricading, signage, and communication plan notifying personnel of newly energized equipment.

4. Submit test or inspection reports and certificates for each electrical item tested within 30 days after completion of test:

5. Operation and Maintenance Data:
   a. In accordance with Section compare actual measured loads to those we forecasted 4 years ago, Operation and Maintenance Data.
   b. After test or inspection reports and certificates have been reviewed by Engineer and returned, insert a copy of each in Operation and Maintenance Manual.

6. Programmable Settings: At completion of Performance Demonstration Test, submit final hardcopy printout and electronic files on compact disc of as-left set points, programs, and device configuration files for:
   a. Intelligent electronic devices (IED’s).

1.03 QUALITY ASSURANCE

A. Testing Firm Qualifications:
   1. Corporately and financially independent organization functioning as an unbiased testing authority.
   2. Professionally independent of manufacturers, suppliers, and installers of electrical equipment and systems being tested.
   3. Employer of engineers and technicians regularly engaged in testing and inspecting of electrical equipment, installations, and systems.
   4. Supervising engineer accredited as Certified Electrical Test Technologist by NICET or NETA and having a minimum of 5 years’ testing experience on similar projects.
   5. Technicians certified by NICET or NETA.
   6. Assistants and apprentices assigned to Project at ratio not to exceed two certified to one noncertified assistant or apprentice.
   7. In compliance with OSHA CFR 29, Part 1910.7 criteria for accreditation of testing laboratories or a full member company of NETA.

B. Test equipment shall have an operating accuracy equal to or greater than requirements established by NETA ATS.

C. Test instrument calibration shall be in accordance with NETA ATS.

1.04 SEQUENCING AND SCHEDULING

A. Perform inspection and electrical tests after equipment listed herein has been installed.

B. Equipment will be considered defective if they do not pass tests and inspections.

C. Perform tests with apparatus de-energized whenever feasible.

D. Inspection and electrical tests on energized equipment shall be:
   1. Scheduled with Engineer prior to de-energization.
2. Minimized to avoid extended period of interruption to the operating plant equipment.

E. Notify Engineer at least 24 hours prior to performing tests on energized electrical equipment.

F. Manufacturer’s Services: The services of qualified manufacturer’s representatives have been specified for testing under certain specification sections. Coordinate and employ those services as required to provide complete testing in accordance with this section and the manufacturer’s recommendations.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

A. Perform tests in accordance with requirements of Section 01 75 00, Testing and Commissioning.

B. Tests and inspections shall establish:
   1. Electrical equipment is operational within industry and manufacturer’s tolerances and standards.
   2. Installation operates properly.
   3. Equipment is suitable for energization.

C. Perform inspection and testing in accordance with NETA ATS, industry standards, and manufacturer’s recommendations.

D. Adjust mechanisms and moving parts of equipment for free mechanical movement.

E. Adjust and set electromechanical electronic relays and sensors to correspond to operating conditions, or as recommended by manufacturer.

F. Verify nameplate data for conformance to Contract Documents and approved Submittals.

G. Realign equipment not properly aligned and correct unlevelness.

H. Properly anchor electrical equipment found to be inadequately anchored.

I. Tighten accessible bolted connections, including wiring connections, with calibrated torque wrench/screw driver to manufacturer’s recommendations, or as otherwise specified in NETA ATS.

J. Clean contaminated surfaces with cleaning solvents as recommended by manufacturer.
K. Provide proper lubrication of applicable moving parts.

L. Inform Engineer of working clearances not in accordance with NFPA 70.

M. Investigate and repair or replace:
   1. Electrical items that fail tests.
   2. Active components not operating in accordance with manufacturer’s instructions.
   3. Damaged electrical equipment.

N. Electrical Enclosures:
   1. Remove foreign material and moisture from enclosure interior.
   2. Vacuum and wipe clean enclosure interior.
   3. Remove corrosion found on metal surfaces.
   4. Repair or replace, as determined by Engineer, door and panel sections having dented surfaces.
   5. Repair or replace, as determined by Engineer poor fitting doors and panel sections.
   6. Repair or replace improperly operating latching, locking, or interlocking devices.
   7. Replace missing or damaged hardware.
   8. Finish:
      a. Provide matching paint and touch up scratches and mars.
      b. If required because of extensive damage, as determined by Engineer, refinish entire assembly.

O. Replace fuses and circuit breakers that do not conform to size and type required by the Contract Documents or approved Submittals.

3.02 CHECKOUT AND STARTUP

A. Voltage Field Test:
   1. Check voltage at point of termination of power company supply system to Project when installation is essentially complete and is in operation.
   2. Check voltage amplitude and balance between phases for loaded and unloaded conditions.
   3. Unbalance Corrections:
      a. Make written request to power company to correct condition if balance (as defined by NEMA) exceeds 1 percent, or if voltage varies throughout the day and from loaded to unloaded condition more than plus or minus 4 percent of nominal.
      b. Obtain written certification from responsible power company official that voltage variations and unbalance are within their normal standards if corrections are not made.

B. Equipment Line Current Tests:
   1. Check line current in each phase for each piece of equipment.
   2. Make line current check after power company has made final adjustments to supply voltage magnitude or balance.
3. If phase current for a piece of equipment is above rated nameplate current, prepare Equipment Line Phase Current Report that identifies cause of problem and corrective action taken.

### 3.03 LOW VOLTAGE CABLES, 600 VOLTS MAXIMUM

#### A. Visual and Mechanical Inspection:

1. Inspect each individual exposed power cable No. 4 and larger for:
   a. Physical damage.
   b. Proper connections in accordance with single-line diagram.
   c. Cable bends not in conformance with manufacturer’s minimum allowable bending radius where applicable.
   d. Color coding conformance with specification.
   e. Proper circuit identification.

2. Mechanical Connections for:
   a. Proper lug type for conductor material.
   b. Proper lug installation.
   c. Bolt torque level in accordance with NETA ATS, Table 100.12, unless otherwise specified by manufacturer.

3. Shielded Cables for:
   a. Proper shield grounding.
   b. Proper terminations.
   c. Proper circuit identification.

4. Control Cables for:
   a. Proper termination.
   b. Proper circuit identification.

5. Cables Terminated Through Window Type CTs: Verify neutrals and grounds are terminated for correct operation of protective devices.

#### B. Electrical Tests for Conductors No. 4 and Larger:

1. Insulation Resistance Tests:
   a. Utilize 1,000-volt dc megohmmeter for 600-volt insulated conductors.
   b. Test each conductor with respect to ground and to adjacent conductors for 1 minute.
   c. Evaluate ohmic values by comparison with conductors of same length and type.
   d. Investigate values less than 50 megohms.

2. Continuity test by ohmmeter method to ensure proper cable connections.

### 3.04 GROUNDING SYSTEMS

#### A. Visual and Mechanical Inspection:

1. Equipment and circuit grounds in electrical assemblies for proper connection and tightness.
2. Ground bus connections in electrical assemblies for proper termination and tightness.
3. Effective transformer core and equipment grounding.
4. Accessible connections to grounding electrodes for proper fit and tightness.
5. Accessible exothermic-weld grounding connections to verify that molds were fully filled and proper bonding was obtained.
B. Electrical Tests:
   1. Fall-of-Potential Test:
      a. In accordance with IEEE 81, Section 8.2.1.5 for measurement of main
ground system’s resistance.
      b. Main ground electrode system resistance to ground to be no greater than
1 ohm.
   2. Two-Point Direct Method Test:
      a. In accordance with IEEE 81, Section 8.2.1.1 for measurement of ground
resistance between main ground system, equipment frames, and system
neutral and derived neutral points.
      b. Equipment ground resistance shall not exceed main ground system
resistance by 0.25 ohm.

3.05 STANDBY GENERATION SYSTEMS

A. Visual and Mechanical Inspection:
   1. Compare generator nameplate rating and connection with one-line diagram.
   2. Verify circuit breaker sizes and types conform to Contract Documents.
   3. Check nameplates for proper identification of equipment title and tag number
with latest one-line diagram.
   4. Proper operation of jacket water heaters.
   5. Inspect physical and mechanical condition.
   7. Inspect anchorage, alignment, and grounding.
   8. Integrity of engine cooling and fuel supply systems.
  10. Proper installation of vibration isolators.
  11. Proper cooling liquid type and level.
  12. Proper operation of meters and instruments.
  13. Verify engine-generator operation with adjustable frequency drives and power
factor correction capacitors energized and operating under normal load
conditions.
  14. Inspect and test all enclosure related systems for proper condition and
operation, including enclosure condition and finish, door operation and
securing, space heating, power distribution, ventilation system, and lighting
system.
  15. Complete functional and performance testing of paralleling controls as
applicable.
  16. Complete functional and performance testing of generator digital master
controls as applicable.

B. Electrical and Mechanical Tests:
   1. Perform insulation-resistance tests according to IEEE 43.
      a. Machines Larger Than 150 kW: Test duration shall be 10 minutes.
         Calculate polarization index.
   2. Test protective relay devices.
   3. Verify phase rotation, phasing, and synchronized operation as required by the
application.
   4. Functionally test engine shutdown for low oil pressure, overtemperature,
overspeed, and other protection features as applicable.
   5. Verify correct functioning of the governor and regulator.
6. Cold-start test by interrupting normal power source with test load consisting of connected building load to verify:
   a. Transfer switch operation
   b. Automatic starting operation
   c. Operating ability of engine-generator
   d. Overcurrent devices capability to withstand inrush currents.

7. Vibration base-line test on generator sets rated above 250-kW for levels in accordance with manufacturer’s recommendations.

C. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here, including, but not limited to, single-step full-load pickup test.

D. Battery Tests: Equalize charging of battery cells according to manufacturer’s written instructions. Record individual cell voltages.
   1. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
   2. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
   3. Verify acceptance of charge for each element of the battery after discharge.
   4. Verify that measurements are within manufacturer’s specifications.

E. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.

F. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.

G. Exhaust Emissions Test: Comply with applicable government test criteria.

H. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.

I. Harmonic-Content Tests: Measure harmonic content of output voltage at 25 and 100 percent of rated linear load. Verify that harmonic content is within specified limits.

J. Coordinate tests with tests for transfer switches and run them concurrently.

K. Leak Test: After installation, charge exhaust, coolant, and fuel systems and test for leaks. Repair leaks and retest until no leaks exist.

L. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.

M. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3.06 AUTOMATIC TRANSFER SWITCH

A. Visual and Mechanical Inspection:
1. Compare equipment nameplate data with Drawings and Specifications.
2. Inspect physical and mechanical condition.
3. Inspect anchorage, alignment, grounding, and required clearances.
4. Verify that the unit is clean.
5. Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
6. Verify that manual transfer warnings are attached and visible.
7. Verify tightness of all control connections.
8. Inspect bolted electrical connections for high resistance using one of the following methods, or both:
   a. Use of low-resistance ohmmeter.
   b. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method according to manufacturer's published data.
10. Verify positive mechanical interlocking between normal and alternate sources.
11. Perform visual and mechanical inspection of surge arresters.
12. Inspect control power transformers.
   a. Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
   b. Verify that primary and secondary fuse or circuit-breaker ratings match Drawings.
   c. Verify correct functioning of drawout disconnecting contacts, grounding contacts, and interlocks.
13. Check nameplates for proper identification of:
   a. Equipment title and tag number with latest one-line diagram.
15. Perform visual inspection of controller and associated UPS as applicable.

B. Electrical Tests:
1. Perform insulation-resistance tests on all control wiring with respect to ground.
2. Verify settings and operation of control devices.
3. Calibrate and set all relays and timers.
4. Verify phase rotation, phasing, and synchronized operation.
5. Perform automatic transfer tests.
6. Verify correct operation and timing of the following functions:
   a. Normal source voltage-sensing and frequency-sensing relays.
   b. Engine start sequence.
   c. Time delay on transfer.
   d. Alternative source voltage-sensing and frequency-sensing relays.
   e. Automatic transfer operation.
   f. Interlocks and limit switch function.
   g. Time delay and retransfer on normal power restoration.
   h. Engine cool-down and shutdown feature.
   a. Check for electrical continuity of circuits and for short circuits.
b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.

c. Verify that manual transfer warnings are properly placed.

d. Perform manual transfer operation.

8. After energizing circuits, perform each electrical test and demonstrate interlocking sequence and operational function for each switch at least three times.

a. Simulate power failures of normal source to automatic transfer switches and retransfer from emergency source with normal source available.

b. Simulate loss of phase-to-ground voltage for each phase of normal source.

c. Verify time-delay settings.

d. Verify pickup and dropout voltages by data readout or inspection of control settings.

e. Verify proper operation with generator set controller I/O and digital master control I/O.


a. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for one pole deviating by more than 50 percent from other poles.

b. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.

10. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.

a. Verify grounding connections and locations and ratings of sensors.

C. Coordinate tests with tests of generator and run them concurrently.

D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

END OF SECTION
Hailey WWTP
750 KW Generator and 1200 Amp ATS

Prepared by:
Donovan Hull-Riggs
Power Systems Specialist
208.501.4074
Project: Hailey WWTP
Date: 05/19/2020
Quote: CSQ #30738499

Attn: Steve Holyoak
Valid: 60 days
From: Andrew Erickson

Generator Set:

|--------------------|--------|-------------------------------|-----------------|--------|--------------------|--------------------|---------|-----------------|--------------|----------------|

Controls:


Accessory Systems:

| Coolant Heater: Yes 208/240 vac | Battery Heater: Yes 208/240 | Alternator Heater: None | Battery Charger: 10 amp NFPA110 | Battery System: Wet Battery, Rack and Cables 24 vdc | Misc Items: Heavy duty air cleaner included |

Alternator / Breaker:

| Excitation System: AREP Brushless | Voltage Regulator: Cat IVR | Ground Fault: None | Circuit Breaker # 1: 1200 amp | Circuit Breaker # 2: n/a | Circuit Breaker # 3: n/a | Misc Items: |

Packaging:


Automatic Transfer Switch:


Included:

Startup: 8 hrs - 1 trip - 1 day
Maintenance Program: Available
Warranty ATS: 24 month standby [parts labor & travel] Freight: Included to first destination
Site Load test: 100% available building load
Not included:
Installation / Anchor Calculations:
Taxes / Permits of any kind / Any engineering
Any fuel or fuel piping
Offloading at jobsite:

Spare parts kit: No
Warranty Genset: 60 month

Factory Test: 100% load at 0.8 pF
Owner training: Yes 1 hr at time of startup
Western States Equipment - Power Systems Service Department

Southern Territory Contact List

24/7 Service
Meridian  208-884-2312
Twin Falls  208-735-2330
Pocatello  208-235-6383
Idaho Falls  208-552-3426

Office Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Office</th>
<th>Mobile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Miller</td>
<td>Service Manager</td>
<td>208-947-4525</td>
<td>208-871-4890</td>
</tr>
<tr>
<td>Justin Keller</td>
<td>Field Service Supervisor</td>
<td>208-947-4543</td>
<td>208-859-2637</td>
</tr>
<tr>
<td>Steffiny Akers</td>
<td>PSSR Southern Territory</td>
<td>208-947-4554</td>
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</tr>
<tr>
<td>Michell Raney</td>
<td>Customer Service Rep</td>
<td>208-947-4504</td>
<td></td>
</tr>
</tbody>
</table>

Power Systems Technicians

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Carl Brown</td>
<td>Meridian</td>
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<td>208-565-0827</td>
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<tr>
<td>Mark Mandrak</td>
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<tr>
<td>Chris Teuscher</td>
<td>Twin Falls</td>
<td>208-735-2330</td>
<td>208-697-3992</td>
</tr>
<tr>
<td>Brad Wright</td>
<td>Pocatello</td>
<td>208-235-6383</td>
<td>208-251-9241</td>
</tr>
<tr>
<td>Ismael Diaz</td>
<td>Pocatello</td>
<td>208-235-6383</td>
<td>208-251-1452</td>
</tr>
</tbody>
</table>
**Note: Use Stranded Conductors Only for all wiring**

**Conduit A**: Accessory Power
(1)- 208 vac -50 amp 2 pole - Coolant heater, enclosure heater and charger

**Conduit B**: MGate MB3170
(1) Ethernet RJ45 cable.

**Conduit C**: Generator Control
4 # 14 awg stranded
(1) pair for start circuit
(1) pair for ats on line

*Control conduits B & C are for control. It is acceptable to combined these circuits in one conduit to generator control panel.*
INCLUDES THE FOLLOWING:

ALTERNATOR
Alternator insulation system is UL Recognized (UL 1446). PMG and AREP alternators are available. Automatic voltage regulators are UL Recognized.

WIRE HARNESS
AC, DC, and power harnesses are made with UL Listed wire and UL Listed terminals.

CONTROL PANEL
Control panels are comprised of UL Listed and UL Recognized components. EMCP is UL Recognized.

CIRCUIT BREAKER
Output circuit breaker is 100% rated and UL Listed.

TESTING
All UL Listed sets are designed and rigorously tested in accordance with UL Standard for Safety, UL 2200.

LABELING
Labeling meets UL requirements.

MECHANICAL OPTIONS
Mechanical options do not require UL Listing and, therefore, are not affected. The exceptions to this are:

FUEL TANKS
If a fuel tank is ordered with the unit, it must be UL Listed. Two versions are available: 24 hour integral (FCUL2) and 24/48 hour sub-base (FSBT)

ENCLOSURES
Factory installed enclosures meet UL requirements. Weatherproof and sound attenuated versions are available.

ELECTRICAL OPTIONS
The table below shows electrical options that meet UL requirements:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOS</td>
<td>Lube Oil Sump Heater</td>
</tr>
<tr>
<td>WCA1</td>
<td>Low Coolant Level Shutdown</td>
</tr>
<tr>
<td>WSS1</td>
<td>Low Coolant Temperature Alarm</td>
</tr>
<tr>
<td>AH1H</td>
<td>Anti-Condensation Heater</td>
</tr>
<tr>
<td>WHH</td>
<td>Coolant Heater</td>
</tr>
<tr>
<td>GOVES</td>
<td>Electronic Governor (Fully Adjustable)</td>
</tr>
<tr>
<td>FSS1</td>
<td>Critical Low Fuel Level Shutdown</td>
</tr>
<tr>
<td>FSS2</td>
<td>Low Fuel Level Alarm</td>
</tr>
<tr>
<td>FSSS</td>
<td>Critical High Fuel Alarm</td>
</tr>
<tr>
<td>PBCSUL</td>
<td>UL Listed Battery Charger</td>
</tr>
<tr>
<td>PBC10NU</td>
<td>NFPA Battery Charger, UL Listed</td>
</tr>
</tbody>
</table>

UL Listing is available on all diesel fuelled generator sets up to 175 kW at 60 Hz, 600 vac maximum.
**PACKAGE PERFORMANCE**

<table>
<thead>
<tr>
<th>Performance</th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engine Model</strong></td>
<td>Cat® C18 ATAAC™ In-line 6, 4-cycle diesel</td>
<td></td>
</tr>
<tr>
<td><strong>Bore x Stroke</strong></td>
<td>145mm x 183mm (5.7in x 7.2in)</td>
<td></td>
</tr>
<tr>
<td><strong>Displacement</strong></td>
<td>18.13 L (1106.3 in³)</td>
<td></td>
</tr>
<tr>
<td><strong>Compression Ratio</strong></td>
<td>14:1</td>
<td></td>
</tr>
<tr>
<td><strong>Aspiration</strong></td>
<td>Turbocharged Air-to-Air Aftercooled</td>
<td></td>
</tr>
<tr>
<td><strong>Fuel Injection System</strong></td>
<td>Electronic Unit Injection</td>
<td></td>
</tr>
<tr>
<td><strong>Governor</strong></td>
<td>Electronic ADEM™ A4</td>
<td></td>
</tr>
<tr>
<td><strong>Model</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C18</td>
<td>750 ekW, 938 kVA</td>
<td>680 ekW, 850 kVA</td>
</tr>
<tr>
<td><strong>Emission Strategy</strong></td>
<td>EPA TIER II</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance</th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Frequency</strong></td>
<td>60 Hz</td>
<td></td>
</tr>
<tr>
<td><strong>Genset Power Rating</strong></td>
<td>938 kVA</td>
<td>850 kVA</td>
</tr>
<tr>
<td><strong>Genset power rating with fan @ 0.8 power factor</strong></td>
<td>750 ekW</td>
<td>680 ekW</td>
</tr>
<tr>
<td><strong>Emissions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Performance Number</strong></td>
<td>EM3842</td>
<td>EM3843</td>
</tr>
<tr>
<td><strong>Fuel Consumption</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% load with fan, L/hr (gal/hr)</td>
<td>205.5 (54.2)</td>
<td>188.5 (49.7)</td>
</tr>
<tr>
<td>75% load with fan, L/hr (gal/hr)</td>
<td>164.3 (43.4)</td>
<td>146.3 (38.6)</td>
</tr>
<tr>
<td>50% load with fan, L/hr (gal/hr)</td>
<td>108.9 (28.7)</td>
<td>100.3 (26.5)</td>
</tr>
<tr>
<td>25% load with fan, L/hr (gal/hr)</td>
<td>63.5 (16.7)</td>
<td>59.4 (15.6)</td>
</tr>
<tr>
<td><strong>Cooling System</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiator air flow restriction (system), kPa (in. Water)</td>
<td>0.12 (0.48)</td>
<td>0.12 (0.48)</td>
</tr>
<tr>
<td>Radiator air flow, m³/min (cfm)</td>
<td>900 (31783)</td>
<td>900 (31783)</td>
</tr>
<tr>
<td>Engine coolant capacity, L (gal)</td>
<td>20.8 (5.5)</td>
<td>20.8 (5.5)</td>
</tr>
<tr>
<td>Radiator coolant capacity, L (gal)</td>
<td>77 (20.3)</td>
<td>77 (20.3)</td>
</tr>
<tr>
<td>Total coolant capacity, L (gal)</td>
<td>97.8 (25.8)</td>
<td>97.8 (25.8)</td>
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<tr>
<td><strong>Inlet Air</strong></td>
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<td></td>
</tr>
<tr>
<td>Combustion air inlet flow rate, m³/min (cfm)</td>
<td>67.3 (2376)</td>
<td>65.6 (2316)</td>
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<tr>
<td>Max. Allowable Combustion Air Inlet Temp, °C (°F)</td>
<td>49 (120)</td>
<td>49 (120)</td>
</tr>
<tr>
<td><strong>Exhaust System</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhaust stack gas temperature, °C (°F)</td>
<td>452.9 (847.2)</td>
<td>432.9 (811.2)</td>
</tr>
<tr>
<td>Exhaust gas flow rate, m³/min (cfm)</td>
<td>170.7 (6028)</td>
<td>161 (5686)</td>
</tr>
<tr>
<td>Exhaust system backpressure (maximum allowable) kPa (in. water)</td>
<td>10.0 (40.0)</td>
<td>10.0 (40.0)</td>
</tr>
<tr>
<td><strong>Heat Rejection</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heat rejection to jacket water, kW [Btu/min]</td>
<td>225 (12795)</td>
<td>208 (11828)</td>
</tr>
<tr>
<td>Heat rejection to exhaust (total) kW [Btu/min]</td>
<td>714 (40604)</td>
<td>664 (37761)</td>
</tr>
<tr>
<td>Heat rejection to aftercooler, kW [Btu/min]</td>
<td>272 (15486)</td>
<td>253 (14387)</td>
</tr>
<tr>
<td>Heat rejection to atmosphere from engine, kW [Btu/min]</td>
<td>142 (8075)</td>
<td>123 (6995)</td>
</tr>
</tbody>
</table>
### Emissions (Nominal)

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOx, mg/Nm³ (g/hp-hr)</td>
<td>2468 (5.42)</td>
<td>2213 (4.91)</td>
</tr>
<tr>
<td>CO, mg/Nm³ (g/hp-hr)</td>
<td>100.1 (0.22)</td>
<td>75.6 (0.17)</td>
</tr>
<tr>
<td>HC, mg/Nm³ (g/hp-hr)</td>
<td>23.5 (0.06)</td>
<td>24.1 (0.06)</td>
</tr>
<tr>
<td>PM, mg/Nm³ (g/hp-hr)</td>
<td>11.7 (0.03)</td>
<td>10.6 (0.03)</td>
</tr>
</tbody>
</table>

### Definitions and Conditions

1. For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

2. Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 BTU/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

3. UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.

### Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.
Enclosures

C13 / C15 / C18
SOUND ATTENUATED ENCLOSURES
US Sourced
Diesel Generator Set
350 – 750 ekW 60 Hz

Image shown may not reflect actual configuration

Features

Robust / Highly Corrosion Resistant Construction
• Factory installed on skid base
• Environmentally friendly, polyester powder baked paint
• 14 gauge steel
• Interior zinc plated fasteners
• Exterior stainless steel fasteners
• Internally mounted exhaust silencing system
• Designed and tested to comply with UL 2200 Listed generator set package
• Compression door latches providing solid door seal

Excellent Access
• Large cable entry area for installation ease
• Accommodates side mounted single or multiple breakers
• Three doors on both sides
• Vertically hinged allow 180° opening rotation and retention with door stays
• Lube oil and coolant drains piped to the exterior of the enclosure base
• Radiator fill cover

Security and Safety
• Lockable access doors which give full access to control panel and breaker
• Cooling fan and battery charging alternator fully guarded
• Fuel fill, oil fill and battery can only be reached via lockable access
• Externally mounted emergency stop button
• Designed for spreader bar lifting to ensure safety
• Stub-up area is rodent proof

Transportability
These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.

Options
• Enclosure constructed with 14 gauge steel
• Enclosure constructed with 12 gauge aluminum (5052 grade)
• Caterpillar yellow or white paint
• Control panel viewing window
• UL Listed integral fuel tank with 670, 400, and 300 gallon capacities
• UL Listed sub base fuel tank with 660, 1000, 1900, and 2200 gallon capacities.
• IBC Certification for 150 mph wind loading
• AC/DC lighting package
• 5 kW Canopy space heater to facilitate compliance with NFPA 110
• Motorized louvers and gravity discharge damper
• 125A Load Center
• GFCI outlets
*Not available with aluminum enclosures.
### Level 1 Sound Attenuated Enclosure (Steel) Sound Levels

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby kW</th>
<th>Cooling Air Flow Rate</th>
<th>Ambient Capability*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>m³/s</td>
<td>cf</td>
</tr>
<tr>
<td>C13</td>
<td>350</td>
<td>8.5</td>
<td>18010</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>8.5</td>
<td>18010</td>
</tr>
<tr>
<td>C15</td>
<td>350</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>500</td>
<td>12.5</td>
<td>26415</td>
</tr>
<tr>
<td>C18</td>
<td>550</td>
<td>8.1</td>
<td>17234</td>
</tr>
<tr>
<td></td>
<td>600</td>
<td>8.1</td>
<td>17234</td>
</tr>
<tr>
<td></td>
<td>650</td>
<td>12.7</td>
<td>26909</td>
</tr>
<tr>
<td></td>
<td>700</td>
<td>12.7</td>
<td>26909</td>
</tr>
<tr>
<td></td>
<td>750</td>
<td>12.7</td>
<td>26909</td>
</tr>
</tbody>
</table>

### Sound Attenuated Enclosure (Aluminum) Sound Levels

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby kW</th>
<th>Cooling Air Flow Rate</th>
<th>Ambient Capability*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>m³/s</td>
<td>cf</td>
</tr>
<tr>
<td>C13</td>
<td>350</td>
<td>8.5</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>8.5</td>
<td>-</td>
</tr>
<tr>
<td>C15</td>
<td>350</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>400</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>10.4</td>
<td>22072</td>
</tr>
<tr>
<td></td>
<td>500</td>
<td>12.5</td>
<td>26415</td>
</tr>
<tr>
<td>C18</td>
<td>550</td>
<td>8.1</td>
<td>17234</td>
</tr>
<tr>
<td></td>
<td>600</td>
<td>8.1</td>
<td>17234</td>
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<tr>
<td></td>
<td>650</td>
<td>12.7</td>
<td>26909</td>
</tr>
<tr>
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<td>700</td>
<td>12.7</td>
<td>26909</td>
</tr>
<tr>
<td></td>
<td>750</td>
<td>12.7</td>
<td>26909</td>
</tr>
</tbody>
</table>
## Level 2 Sound Attenuated Enclosure (Steel) Sound Levels

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby ekW</th>
<th>Cooling Air Flow Rate m³/s</th>
<th>cfm</th>
<th>Ambient Capability *</th>
<th>Amb. Cap °C</th>
<th>Amb. Cap °F</th>
<th>Sound Pressure Levels (dBA) at 7m (23 ft) 100% Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>C13</td>
<td>350</td>
<td>7.2</td>
<td>15256</td>
<td>50</td>
<td>122</td>
<td>70</td>
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<tr>
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<td>15256</td>
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<tr>
<td></td>
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<td>10.4</td>
<td>22071</td>
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<td></td>
</tr>
<tr>
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<td>10.4</td>
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<td>50</td>
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<tr>
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<td>C15</td>
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<td>26415</td>
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<td>122</td>
<td>72</td>
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</tr>
</tbody>
</table>

*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

**Note:** Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

## Component Weights to Calculate Package Weight

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby ekW</th>
<th>Narrow Skid Base</th>
<th>Wide Skid Base</th>
<th>Sound Attenuated Enclosure (Steel)</th>
<th>Sound Attenuated Enclosure (Aluminum)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>kg</td>
<td>lb</td>
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<td>578</td>
<td>579</td>
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<td>750</td>
<td>301</td>
<td>664</td>
<td>466</td>
<td>1027</td>
</tr>
</tbody>
</table>

## Sound Attenuated Enclosure on Skid Base

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby ekW</th>
<th>Length &quot;L&quot; mm</th>
<th>Width &quot;W&quot; mm</th>
<th>Height &quot;H&quot; mm</th>
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<tbody>
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<td></td>
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<td>mm</td>
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<td></td>
<td>750</td>
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</table>
### Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base

<table>
<thead>
<tr>
<th>Model</th>
<th>Standby (ekW)</th>
<th>Length &quot;L&quot; (mm)</th>
<th>Width &quot;W&quot; (mm)</th>
<th>Height &quot;H&quot; (mm)</th>
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<td>C15</td>
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</table>
C13 / C15 / C18

Integral and Sub-Base Fuel Tanks

US Sourced
Diesel Generator Set
350 – 750 ekW 60 Hz

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitatesfeatures compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Lockable fuel fill cap, 4" (101.6 mm) NPT
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical output
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30

Sub Base

- The sub-base fuel tank mounts below the generator set wide base

Integral

- Integral diesel fuel tank is incorporated into the generator set base frame
- Robust base design includes linear vibration isolators between tank base and engine generator

Options

- Audio/visual fuel level alarm panel
- 5 gal (18.9 L) spill containment
- 5 gal (18.9 L) spill containment with fuel fill drop tube with in 6" (152 mm) from bottom of tank
- 5 gal (18.9 L) spill containment with overfill prevention valve and fuel fill drop tube with in 6" (152 mm) from bottom of tank
- ULC Listed 7.5 gal (28.4 L) spill containment with vent extensions, vent whistle, and drop tube facilitating compliance with CSA 8139-09
- ULC Listed 7.5 gal (28.4 L) spill containment with overfill prevention valve, vent extensions, vent whistle and drop tube facilitating compliance with CSA 8139-09
### Integral & Sub-Base Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights

**Integral** – Width(W) 2014 mm (79.3 in)

**Sub-base** – Width(W) 2056 mm (81 in)

**Integral** – Width(W) 2315 mm (91.2 in)

**Sub-base** – Width(W) 2357 mm (92.7 in)

#### Sound Attenuated Enclosure

<table>
<thead>
<tr>
<th>C13 Tank Design</th>
<th>Feature Code</th>
<th>Total Capacity</th>
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<tr>
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<tr>
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<td>Tank Only</td>
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<tr>
<td></td>
<td></td>
<td>Overall Package Height with Tank</td>
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<td>Sub-Base</td>
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<table>
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<td></td>
<td></td>
<td>Tank Only</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overall Package Height with Tank</td>
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<td></td>
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<table>
<thead>
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<tr>
<td></td>
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<td>Tank Only</td>
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<td>Overall Package Height with Tank</td>
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<tr>
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<td>Dry Weight</td>
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<tr>
<td>Sub-Base</td>
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The heights listed above do not include lumber used during manufacturing and shipping.

---

### Estimated Run Times (Hours) at 100% Load

#### C13 Tank Design

<table>
<thead>
<tr>
<th>Feature Code</th>
<th>Standby Ratings (kW)</th>
<th>Prime Ratings (kW)</th>
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### C15 Tank Design

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### C18 Tank Design

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<tr>
<td>Sub-Base</td>
<td>FTDW007</td>
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<td>FTDW008 / FTDW011</td>
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<tr>
<td>Sub-Base*</td>
<td>FTDW032</td>
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</table>

*For ratings 650, 700 & 750 kW only.
Tanks with full electrical stub-up area include removable end channel. Tanks with RH stub-up include stub-up area directly below the circuit breaker or power terminal strips. Dimensions include weather-protective enclosure exhaust system.

Dual wall sub-base tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:
NFPA 30: Flammable and Combustible Liquids Code
NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:
CSA C282 – Emergency Electrical Power Supply for Buildings
CSA B139-09 – Installation Code for Oil-Burning Equipment

The following sub-base fuel tanks meet Chicago code for containment and labelling:
FTDW005
FTDW008
FTDW011
CZ220 HEAVY ELECTRIC UTILITY HEATER

DESCRIPTION
Electricity heaters are designed to meet all safety standards and are UL-listed. They are ideal for heating spaces up to 1,700 sq ft. They are constructed with heavy-duty steel, are wall-mounted, and have a built-in thermostat for precise temperature control.

SPECIFICATIONS
- Model: CZ220
- Wattage: 2,200 W
- Voltage: 120V
- Dimensions: 17" x 11" x 11"
- Heat output: 2,200 BTU/h

Operation
- Operation:
  - Turn the power switch on the control panel to the desired setting.
  - The unit will begin to heat once the thermostat is set to the desired temperature.

Thermal Cutout
- The thermal cutout is activated when the temperature inside the unit reaches a preset level to prevent overheating.

Installation
- Mounting the Bracket
  - Follow the instructions provided in the installation manual to mount the bracket securely to the wall.
  - Use the provided screws to attach the bracket to the wall.

Wiring
- Use UL-listed wire for proper installation.
- Ensure all connections are made securely.
- Do not install the unit near water sources.

Cleaning
- Clean the exterior of the unit regularly with a soft, damp cloth.
- Avoid using harsh chemicals or abrasive materials.

Maintenance
- Check the unit regularly for signs of wear and tear.
- Replace any damaged parts as necessary.

WARNING
- Do not allow children to operate the unit.
- Keep the unit away from flammable materials.

This warranty applies to the original purchaser and is non-transferable.

COMFORT ZONE AMERICAN HEATING AND COOLING COMPANY

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EMCP 4.2B
GENERATOR SET CONTROLLER

The Cat® EMCP 4.2B offers fully featured power metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4.2B.

Features

- Ability to view and reset diagnostics on EMCP 4 optional modules via the control panel removes the need for a separate service tool for troubleshooting
- Set points and software stored in non-volatile memory, preventing loss during a power outage
- Five levels of security allow for configurable operator privileges
- Programmable security levels for groups of setpoints.
- Programmable kW Relays (3)
- Programmable weekly exerciser timer
- Dealer configurable resistive maps
- Default overview screen
- Real (kW) Load histogram
- Auto mains failure
- Programmable logic functionality

Selectable units

- Temperature: °C or °F
- Pressure: psi, kPa, bar
- Fuel Consumption: Liter/hr or Gal/hr (U.S. or U.K.)
Standard Features

- Voltage (L-L, L-N)
- Current (Phase)
- Average Volt, Amp, Frequency
- kW, kVAR, kVA (Average, Phase, %)
- Power Factor (Average, Phase)
- kW-hr, kVAR-hr (total)
- Excitation voltage and current (with CDVR)
- Desired Voltage, Excitation Command, Operating Mode (with IVR)
- Generator stator and bearing temp (with optional module)
- kW load histogram

Generator Protection

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under frequency (81 O/U)
- Reverse Power (kW) (32)
- Reverse Reactive Power (kVAR) (32RV)
- Overcurrent (50/51)
- Thermal Damage Curve

Engine Monitoring

- Coolant temperature
- Oil pressure
- Engine speed (RPM)
- Battery voltage
- Run hours
- Crank attempt and successful start counter
- Enhanced engine monitoring (with electronic engines)

Engine Protection

- Control switch not in auto (alarm)
- High coolant temp (alarm and shutdown)
- Low coolant temp (alarm)
- Low coolant level (alarm)
- High engine oil temp (alarm and shutdown)
- Low, high, and weak battery voltage
- Overspeed
- Overcrank
- Low Oil Pressure

Control

- Run / Auto / Stop control
- Speed and voltage adjust
- Local and remote emergency stop
- Remote start/stop
- Cycle crank

Inputs & Outputs

- Two dedicated digital inputs
- Three analog inputs
- Six programmable digital inputs
- Eight relay out
- Two programmable digital outputs

Communications

- Primary and accessory CAN data links
- RS-485 annunciator data link
- Modbus RTU (RS-485 Half duplex)

Language Support

Arabic, Bulgarian, Czech, Chinese, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Icelandic, Japanese, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, Turkish

Environmental

- Control module operating temperature: -40°C to 70°C
- Display operating temperature: -20°C to 70°C
- Humidity: 100% condensing 30°C to 60°C
- Storage temperature: -40°C to 85°C
- Vibration: Random profile, 24-1000 Hz, 4.3G rms

Standards

- UL Recognized
- CSA C22.2 No. 100.14, 94
- Complies with all necessary standards for CE Certification
  - 98/37/EC Machinery Directive
  - BS EN 60204-1 Safety of Machinery 89/336/EEC EMC Directive
  - BS EN 50081-1 Emissions Standard
  - BS EN 50082-2 Immunity Standard 73/23/EEC Low Voltage Directive
  - EN 50178 LVD Standard
- IEC529, IEC60034-5, IEC61131-3
- MIL STND 461
INTEGRATED VOLTAGE REGULATOR

FEATURES

When used with an Excitation Module, EMCP 4.3/4.4 and IVR-compatible EMCP 4.1/4.2 (B) controllers offers:

- Automatic Voltage Regulation (AVR)
- Programmable stability settings
- Soft start control with an adjustable time setting in AVR control mode
- Dual Slope, Configurable Under Frequency (Volts/Hz) regulation
- Three-phase or single-phase generator voltage (RMS) sensing/regulation in AVR mode
- Setpoint adjustment from the EMCP display or Cat ET ServiceTool
- IVR Operating Status and Voltage Bias Overview screens to provide an enhanced level of user interface
- Integrated Voltage Regulator event monitoring

EMCP 4.3/4.4 and IVR-compatible EMCP 4.2 (B) controllers also offer:

- Power Factor Regulation (PF)
- Reactive Droop compensation
- Line drop compensation

WORLDWIDE PRODUCT SUPPORT

- Worldwide parts availability through the Cat dealer network
- Over 1,800 dealer branch stores operating in 200 countries
- The best product support record in the industry
- Cat dealers provide extensive post sale support including maintenance and repair agreements

COMPLETE SYSTEM INTEGRATION

Fully designed and factory tested to work seamlessly with Cat generators using Self Excitation (SE), Internal Excitation (IE) or Permanent Magnet (PMG) excitation systems and EMCP controls.

Caterpillar is leading the power generation marketplace with power solutions engineered to deliver unmatched flexibility, expandability, reliability and cost-effectiveness.

The Integrated Voltage Regulator (IVR) is designed to provide robust, precise closed-loop control of the generator voltage, optimized transient performance and industry leading feature specification.
# Integrated Voltage Regulator Feature Specification

<table>
<thead>
<tr>
<th>Specifications</th>
<th>EMCP 4.1</th>
<th>EMCP 4.2(B)</th>
<th>EMCP 4.3</th>
<th>EMCP 4.4</th>
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<td>±0.25%</td>
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## Control

<table>
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<td>Line Loss (1ΩR) Compensation</td>
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<td>Power Factor Control Mode</td>
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## Protection / Alarms

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## Metering

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## Voltage Adjustment

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<tbody>
<tr>
<td>Digital Input (Raise / Lower) Voltage Bias¹</td>
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<td>Potentiometer Voltage Bias¹</td>
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<tr>
<td>Analog Voltage Bias - Voltage Range¹</td>
<td>0V to 5V</td>
<td>0V to 5V</td>
<td>-10V to +10V</td>
<td>-10V to +10V</td>
</tr>
<tr>
<td>Analog Voltage Bias - Current Range¹</td>
<td>-</td>
<td>-</td>
<td>0mA to 20mA</td>
<td>0mA to 20mA</td>
</tr>
<tr>
<td>Analog Voltage Bias - PWM Range¹</td>
<td>-</td>
<td>-</td>
<td>0% to 100%</td>
<td>0% to 100%</td>
</tr>
<tr>
<td>SCADA (Modbus) Voltage Bias</td>
<td>-</td>
<td>•</td>
<td>•</td>
<td>•</td>
</tr>
</tbody>
</table>

¹Requires an available input on the EMCP 4.
EMCP 4 DISPLAY

EXAMPLE SCREENS - EMCP 4.1/4.2

Figure 3: IVR Overview Screen

Figure 4: Voltage Bias Overview Screens

EXAMPLE SCREENS - EMCP 4.3/4.4

Figure 5: IVR Overview Screen

Figure 6: Voltage Bias Overview Screen
Introduction

The MGate MB3170 and MB3270 are 1 and 2-port Modbus gateways, respectively, that convert between Modbus TCP, ASCII, and RTU communications protocols. The gateways provide both serial-to-Ethernet communication and serial (master) to serial (slave) communications. In addition, the gateways support simultaneously connecting serial and Ethernet masters with serial Modbus devices. The MGate MB3170 and MB3270 Series gateways can be accessed by up to 32 TCP master/clients or connect to up to 32 TCP slave/servers. Routing through the serial ports can be controlled by IP address, TCP port number, or ID mapping. A featured priority control function allows urgent commands to obtain an immediate response. All models are rugged, DIN-rail mountable, and offer optional built-in optical isolation for serial signals.

Integrate TCP Masters without Altering the Modbus RTU/ASCII Network or Software

The MB3270 can integrate Modbus TCP with Modbus RTU/ASCII, without modifying the existing Modbus RTU/ASCII architecture or software. With the serial redirector function, a serial master can maintain direct access to serial slave devices through a specially mapped serial port. This allows the serial and TCP masters to access serial slaves simultaneously.

Optical Fiber for Ethernet Communication

The MGate MB3170 Series includes 100BaseFX fiber models that support transmission distances up to 4 km for multi-mode models, and up to 40 km for single-mode models. Optical fiber is well-suited for industrial applications because it is immune to electromagnetic noise and interference. For environments that experience high ground loop voltages, fiber provides the best isolation protection, and because there is no danger of sparking, optical fiber is safer than copper wire to use in hazardous environments.

Auto-Device Routing for Easy Configuration (Patent Pending)

Moxa’s Auto-Device Routing function helps eliminate many of the problems and inconveniences encountered by engineers who need to configure large numbers of Modbus devices. A single mouse click is all that’s required to set up a slave ID routing table and configure Modbus gateways to automatically detect Modbus requests from a supervisory control and data acquisition (SCADA) system. By removing the need to manually create the slave ID routing table, the Auto-Device Routing function saves engineers significant time and cost.

Priority Control for Urgent Commands (Patented)

As Modbus networks increase in size and complexity, the lag time between commands and responses becomes a major concern. Advanced models of the MB3000 Series provide a priority control function for urgent commands, allowing users to force certain commands to get an immediate response. Depending on your system’s requirements, different methods are available to define which commands receive priority.
Specifications

Ethernet Interface

| 10/100BaseT(X) Ports (RJ45 connector) | 2 (1 IP, Ethernet cascade) Auto MDI/MDI-X connection |

Magnetic Isolation Protection

| 1.5 kV (built-in) |

Optical Fiber

<table>
<thead>
<tr>
<th>Fiber Cable Type</th>
<th>OM1</th>
<th>50/125 μm</th>
<th>800 MHz x km</th>
<th>G.652</th>
</tr>
</thead>
<tbody>
<tr>
<td>OM1</td>
<td>50/125 μm</td>
<td>800 MHz x km</td>
<td>G.652</td>
<td></td>
</tr>
<tr>
<td>Typical Distance</td>
<td>4 km</td>
<td>5 km</td>
<td>40 km</td>
<td></td>
</tr>
<tr>
<td>Wavelength</td>
<td>Typical (nm)</td>
<td>1300</td>
<td>1310</td>
<td></td>
</tr>
<tr>
<td>TX Range (nm)</td>
<td>1260 to 1360</td>
<td>1280 to 1340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RX Range (nm)</td>
<td>1100 to 1600</td>
<td>1100 to 1600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optical Power</td>
<td>TX Range (dBm)</td>
<td>-10 to -20</td>
<td>0 to -5</td>
<td></td>
</tr>
<tr>
<td>RX Range (dBm)</td>
<td>-3 to -32</td>
<td>-3 to -34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Link Budget (dB)</td>
<td>12</td>
<td>29</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispersion Penalty (dB)</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: When connecting a single-mode fiber transceiver, we recommend using an attenuator to prevent damage caused by excessive optical power. Note: Compute the “typical distance” of a specific fiber transceiver as follows: Link budget (dB) > dispersion penalty (dB) + total link loss (dB).

Ethernet Software Features

Industrial Protocols

| Modbus TCP Client (Master), Modbus TCP Server (Slave) |

Configuration Options

| Web Console (HTTP/HTTPS), Device Search Utility (DSU), MGate Manager, Telnet Console |

Management

| ARP, DHCP Client, DNS, HTTP, HTTPS, SMTP, SNMP Trap, SNMPv1/v2c/v3, TCP/IP, Telnet, UDP, NTP Client |

MIB

| RFC1213, RFC1317 |

Time Management

| NTP Client |

Serial Interface

| MGate MB3170 Series: 1 |
| MGate MB3270 Series: 2 |

Connector

| MGate MB3170/MB3170i: DB9 male for RS-232 and terminal block for RS-422/485 |
| MGate MB3270/MB3270i: 2 x DB9 male |

Serial Standards

| RS-232/422/485 (software selectable) |

Baudrate

| 50 bps to 921.6 kbps |

Data Bits

| 7, 8 |

Parity

| None, Even, Odd, Space, Mark |
### Stop Bits
- 1, 2

### Flow Control
- DTR/DSR, RTS Toggle (RS-232 only), RTS/CTS

### RS-485 Data Direction Control
- ADDC® (automatic data direction control)

### Pull High/Low Resistor for RS-485
- 1 kilo-ohm, 150 kilo-ohms

### Terminator for RS-485
- 120 ohms

### Isolation
- MGate MB3170I: 2 kV (I models)
- MGate MB3170I-T: 2 kV (I models)
- MGate MB3170I-M-SC: 2 kV (I models)
- MGate MB3170I-M-SC-T: 2 kV (I models)
- MGate MB3170I-S-SC: 2 kV (I models)
- MGate MB3170I-S-SC-T: 2 kV (I models)
- MGate MB3270I: 2 kV (I models)
- MGate MB3270I-T: 2 kV (I models)

### Serial Signals
- **RS-232**
  - TxD, RxD, RTS, CTS, DTR, DSR, DCD, GND
- **RS-422**
  - Tx+, Tx-, Rx+, Rx-, GND
- **RS-485-2w**
  - Data+, Data-, GND
- **RS-485-4w**
  - Tx+, Tx-, Rx+, Rx-, GND

### Serial Software Features
- **Industrial Protocols**
  - Modbus RTU/ASCII Master, Modbus RTU/ASCII Slave
- **Modbus (Transparent)**

### Power Parameters
- **Input Voltage**
  - 12 to 48 VDC
- **Input Current**
  - MGate MB3170/MB3270: 435 mA @ 12 VDC
  - MGate MB3170/MB3170-S-SC/MB3170I-M-SC/MB3170I-S-SC: 555 mA @ 12 VDC
  - MGate MB3270I/MB3170-M-SC/MB3170-M-ST: 510 mA @ 12 VDC
- **Power Connector**
  - 7-pin terminal block

### Relays
- **Contact Current Rating**
  - Resistive load: 1 A @ 30 VDC

### Physical Characteristics
- **Housing**
  - Plastic
- **IP Rating**
  - IP30
- **Dimensions (with ears)**
  - 29 x 89.2 x 124.5 mm (1.14 x 3.51 x 4.90 in)
- **Dimensions (without ears)**
  - 29 x 89.2 x 118.5 mm (1.14 x 3.51 x 4.67 in)
- **Weight**
  - MGate MB3170 Series: 360 g (0.79 lb)
  - MGate MB3270 Series: 380 g (0.84 lb)
### Environmental Limits

<table>
<thead>
<tr>
<th>Operating Temperature</th>
<th>MGate MB3170: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3170-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3170-M-SC: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3170-M-SC-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3170-M-ST: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3170-M-ST-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3170-S-SC: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3170-S-SC-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3170-S-ST: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3170-S-ST-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3270: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3270-T: -40 to 75°C (-40 to 167°F)</th>
<th>MGate MB3270I: 0 to 60°C (32 to 140°F)</th>
<th>MGate MB3270I-T: -40 to 75°C (-40 to 167°F)</th>
</tr>
</thead>
</table>

**Storage Temperature (package included)**: -40 to 85°C (-40 to 185°F)

**Ambient Relative Humidity**: 5 to 95% (non-condensing)

### Standards and Certifications

<table>
<thead>
<tr>
<th>EMC</th>
<th>EN 55032/24</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMI</td>
<td>CISPR 32, FCC Part 15B Class A</td>
</tr>
<tr>
<td>EMS</td>
<td>IEC 61000-4-2 ESD: Contact: 6 kV; Air: 8 kV</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-3 RS: 80 MHz to 1 GHz: 10 V/m</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-4 EFT: Power: 4 kV; Signal: 2 kV</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-5 Surge: Power: 2 kV</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-6 CS: 10 V</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-8 PFMF</td>
</tr>
<tr>
<td></td>
<td>IEC 61000-4-11 DIPs</td>
</tr>
<tr>
<td>Hazardous Locations</td>
<td>ATEX, Class I Division 2, IECEx</td>
</tr>
<tr>
<td>Maritime</td>
<td>DNV-GL</td>
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<tr>
<td>Freefall</td>
<td>IEC 60068-2-32</td>
</tr>
<tr>
<td>Shock</td>
<td>IEC 60068-2-27</td>
</tr>
<tr>
<td>Vibration</td>
<td>IEC 60068-2-6, IEC 60068-2-64</td>
</tr>
<tr>
<td>Safety</td>
<td>EN 60950-1, IEC 60950-1, IEC 62368-1, UL 62368-1</td>
</tr>
</tbody>
</table>

### MTBF

| Time                                    | MGate MB3170/MB3170I Series: 1,349,710 hrs |
|                                        | MGate MB3170-M-SC/M-ST/S-SC Series: 1,175,887 hrs |
|                                        | MGate MB3170I-M-SC Series: 768,343 hrs |
|                                        | MGate MB3170I-S-SC Series: 763,707 hrs |
|                                        | MGate MB3270/MB3270I Series: 1,236,384 hrs |

### Warranty

| Warranty Period                        | 5 years |
| Details                                | See www.moxa.com/warranty |
### Package Contents

<table>
<thead>
<tr>
<th>Device</th>
<th>1 x MGate MB3170/MB3270 Series gateway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation</td>
<td>1 x quick installation guide</td>
</tr>
<tr>
<td></td>
<td>1 x warranty card</td>
</tr>
</tbody>
</table>

### Dimensions

Unit: mm (inch)

![Dimensions Diagram]

### Ordering Information

<table>
<thead>
<tr>
<th>Model Name</th>
<th>Ethernet</th>
<th>No. of Serial Ports</th>
<th>Serial Standards</th>
<th>Serial Isolation</th>
<th>Operating Temp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>MGate MB3170</td>
<td>2 x RJ45</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170I</td>
<td>2 x RJ45</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3270</td>
<td>2 x RJ45</td>
<td>2</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3270I</td>
<td>2 x RJ45</td>
<td>2</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-T</td>
<td>2 x RJ45</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3170I-T</td>
<td>2 x RJ45</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3270-T</td>
<td>2 x RJ45</td>
<td>2</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3270I-T</td>
<td>2 x RJ45</td>
<td>2</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3170-M-SC</td>
<td>1 x Multi-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-M-ST</td>
<td>1 x Multi-Mode ST</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-S-SC</td>
<td>1 x Single-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-M-SC</td>
<td>1 x Multi-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-S-SC</td>
<td>1 x Single-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>0 to 60°C</td>
</tr>
<tr>
<td>MGate MB3170-M-SC-T</td>
<td>1 x Multi-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3170-M-ST-T</td>
<td>1 x Multi-Mode ST</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3170-S-SC-T</td>
<td>1 x Single-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>–</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>Model Name</td>
<td>Ethernet</td>
<td>No. of Serial Ports</td>
<td>Serial Standards</td>
<td>Serial Isolation</td>
<td>Operating Temp.</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------------</td>
<td>---------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>MGate MB3170I-M-SC-T</td>
<td>1 x Multi-mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>-40 to 75°C</td>
</tr>
<tr>
<td>MGate MB3170I-S-SC-T</td>
<td>1 x Single-Mode SC</td>
<td>1</td>
<td>RS-232/422/485</td>
<td>2 kV</td>
<td>-40 to 75°C</td>
</tr>
</tbody>
</table>

**Accessories (sold separately)**

### Cables

<table>
<thead>
<tr>
<th>Cables</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBL-F9M9-150</td>
<td>DB9 female to DB9 male serial cable, 1.5 m</td>
</tr>
<tr>
<td>CBL-F9M9-20</td>
<td>DB9 female to DB9 male serial cable, 20 cm</td>
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</tbody>
</table>

### Connectors

<table>
<thead>
<tr>
<th>Connectors</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Mini DB9F-to-TB</td>
<td>DB9 female to terminal block connector</td>
</tr>
</tbody>
</table>

### Power Cords

<table>
<thead>
<tr>
<th>Power Cords</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBL-PJTB-10</td>
<td>Non-locking barrel plug to bare-wire cable</td>
</tr>
</tbody>
</table>

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Battery Charger

UL 10 Amp Battery Charger

This battery charger offers accurate, automatic charging of lead-acid and nickel cadmium batteries. The output voltage automatically adjusts to changing input, load, battery and ambient conditions. This prevents battery over-charging and consequent loss of battery electrolyte.

Standard features include AC line compensation, precision voltage regulation, current limiting, automatic 2-rate charging, voltmeter and ammeter, temperature compensation and UL Listing.

The user interface is easy to understand with digital metering, NFPA 110 alarms and a battery fault alarm.

Features

- Electronically current limited at 105% of rated output
- Alarm system
- Digital display
- Lightning and voltage transient protection
- Protection of connected equipment against load dump protection
- Constant voltage, current limited, 4-rate automatic equalization
- IP 20 housing
- Temperature compensation
- On board temperature sensor with remote port
- Auto AC line compensation
- Output regulated by sensed battery voltage

Standards

- C-UL listed to UL 1236
- NFPA 70, NFPA 110
- CSA 22.2 No 107 certified
- CE DOC to EN 60335
- IBC Seismic Certification
Specifications

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input supply</td>
<td>110 – 120 V</td>
</tr>
<tr>
<td></td>
<td>208 – 240 V</td>
</tr>
<tr>
<td>AC and DC fuses</td>
<td>2 input and 2 output)</td>
</tr>
<tr>
<td>Output voltage</td>
<td>24V</td>
</tr>
<tr>
<td>Output amps</td>
<td>10</td>
</tr>
<tr>
<td>Frequency</td>
<td>50 / 60 Hz</td>
</tr>
<tr>
<td>Operating temperature</td>
<td>-20°C (-4°F) to +60°C (140°F)</td>
</tr>
<tr>
<td>Housing</td>
<td>constructed of rustproof anodized Aluminum</td>
</tr>
</tbody>
</table>

Dimensions

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Width</th>
<th>Depth</th>
<th>Height</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>195 mm (7.66 in)</td>
<td>165 mm (6.5 in)</td>
<td>318 mm (12.5 in)</td>
<td>10.4 kg (23 lb)</td>
</tr>
</tbody>
</table>

NFPA 110 alarm package as follows:

- **AC on** Green led (indication)
- **AC fail** Red led and form C contact (2A)
- **Float mode** LED
- **Fast charge** LED
- **Temp comp active** LED
- **Low battery volts** Red led and Form C conta
- **High Battery Volts** Red led and Form C conta
- **Charger fail** Red led and Form C conta
- **Battery fault** Red led and Form C conta
- **Battery disconnected**
- **Battery polarity reversed**
- **Mismatched charger battery voltage**
- **Open or high resistance charger to battery connection**
- **Open battery cell or excessive internal resistance**

**Feature Codes:**

BTC1024  BTC1028  BTC1035  BTC1025  BTC1032

---
C13, C15 and C18 Jacket Water Heater

Factory installed jacket water heater for increased cold-starting capability. The system includes a tank-style metal heater with an integral high limit thermostat and a remote engine mounted control thermostat, durable silicone hoses and heater control relay wired to a common connection point in the control panel. The heater and thermostat location is optimized for maximum coolant flow and heating power efficiency.

 FEATURES

FACTORY INSTALLED

- Complete with silicone hoses
- Isolated tank heater vibration and shock tested to extreme limits to guarantee durability
- Optimized location of the heater on the genset base for maximum coolant flow
- Remote pilot thermostat located on the engine for optimized power cycle efficiency is factory set to 100° F (37.8°C)
- Automatically disconnected when engine is running via a dedicated heater relay located in the control panel.
- Supplied with UL recognized components
- Compatible with Cat® ELC and all chemicals
- All parts are serviceable and field replaceable
- Incoloy heater element for longer service life

 SPECIFICATIONS

<table>
<thead>
<tr>
<th>Feature Code</th>
<th>JWH0059</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Unit Specification</th>
<th>Design Voltage</th>
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<tbody>
<tr>
<td></td>
<td>208</td>
</tr>
<tr>
<td>Rating</td>
<td>2250</td>
</tr>
<tr>
<td>Frequency</td>
<td>50/60 Hz</td>
</tr>
<tr>
<td>Phase</td>
<td>1</td>
</tr>
<tr>
<td>Amps</td>
<td>10.82</td>
</tr>
</tbody>
</table>

LEHE0297-03

--116--
Jacket Water Heater

WIRING DIAGRAMS

Wiring diagram reference for 240V Line to Neutral power connection

Wiring diagram reference for 240V or 208V Line to Line and 120V Line to Neutral power connection (Note: Including Optional Space Heater and Battery Charger)
HEATER DETAIL

HEATER OPERATION

The heater uses compliant components to UL and CSA, and is both CSA and UL approved.

When the generator set is not running, the heater is automatically connected to the AC supply through a power relay mounted in the control panel. Upon receiving a start signal, the AC supply is automatically disconnected by the power relay and automatically reconnected when the start signal is removed and the engine has stopped.

Pilot thermostat located on the engine precisely monitors and controls the engine coolant temperature and is wired to energize and de-energize heater power cycles.

A high-limit thermostat is built into the heater to regulate the output temperature to within safe limits.
CIRCUIT BREAKERS

Features

- 100% UL Listing
- Thermal Magnetic Trip Units (Frames T1N and T3N)
- Electronic Trip Units (Frames T4N, T5N, T6N & T7S/T7M-S)
- Double insulation
- Clear indication of breaker status
- Can be used in normal operation in an ambient of –25°C and +70°C
- Auxiliary contacts available
- Insulating case constructed from fiberglass reinforced synthetic resin
- Anti-corrosion treatment on all metal parts
- Optional Dual Circuit Breakers

Conformity with International Standards

The T1N through T6N and T7S/T7M-S Frame Circuit Breakers have been designed to comply with these major standards:

- UL 489
- CSA22.2 No.5
- IEC 60947-2

Molded Case Circuit Breakers: 30A – 1200A

40 kW – 600 kW Gensets

Picture shown may not represent actual package
### Manually Operated Circuit Breakers

<table>
<thead>
<tr>
<th>Current (A)</th>
<th>Frame</th>
<th>Number of Poles</th>
<th>Interrupting Ratings (kA rms)</th>
<th>Trip Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>240V</td>
<td>480V</td>
</tr>
<tr>
<td>30</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
</tr>
<tr>
<td>40</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
</tr>
<tr>
<td>50</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
</tr>
<tr>
<td>60</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
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<tr>
<td>70</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
</tr>
<tr>
<td>80</td>
<td>T1N</td>
<td>3</td>
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<td>22</td>
</tr>
<tr>
<td>90</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
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<tr>
<td>100</td>
<td>T1N</td>
<td>3</td>
<td>50</td>
<td>22</td>
</tr>
<tr>
<td>125</td>
<td>T3N</td>
<td>3</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>150</td>
<td>T3N</td>
<td>3</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>175</td>
<td>T3N</td>
<td>3</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>200</td>
<td>T3N</td>
<td>3</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>225</td>
<td>T3N</td>
<td>3</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>250</td>
<td>T4N</td>
<td>3</td>
<td>65</td>
<td>25</td>
</tr>
<tr>
<td>400</td>
<td>T5N</td>
<td>3</td>
<td>65</td>
<td>25</td>
</tr>
<tr>
<td>600</td>
<td>T6N</td>
<td>3</td>
<td>65</td>
<td>35</td>
</tr>
<tr>
<td>800</td>
<td>T6N</td>
<td>3</td>
<td>65</td>
<td>35</td>
</tr>
<tr>
<td>1200</td>
<td>T7S</td>
<td>3</td>
<td>65</td>
<td>50</td>
</tr>
</tbody>
</table>

### Electrically Operated Circuit Breakers

<table>
<thead>
<tr>
<th>Current (A)</th>
<th>Frame</th>
<th>Number of Poles</th>
<th>Interrupting Ratings (kA rms)</th>
<th>Trip Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>240V</td>
<td>480V</td>
</tr>
<tr>
<td>800</td>
<td>T7M-S</td>
<td>3</td>
<td>65</td>
<td>50</td>
</tr>
<tr>
<td>1200</td>
<td>T7M-S</td>
<td>3</td>
<td>65</td>
<td>50</td>
</tr>
</tbody>
</table>

Electronic LS/I Trip Units offer LS or LI Protection

**L-I Mode**
- Long Time / Overload Protection, "L" has an adjustable trip threshold and adjustable time delay
- Instantaneous Short Circuit Protection, "I" has an adjustable short circuit trip threshold and once exceeded will cause the circuit breaker to trip instantaneously

**L-S Mode**
- Long Time / Overload Protection, "L" has an adjustable trip threshold and adjustable time delay
- Short Circuit Protection, "S" has an adjustable short circuit trip threshold and adjustable time delay if necessary for coordinating with downstream loads
- Instantaneous Short Circuit Protection, "I" is still included, but the threshold level is not adjustable and exists at a predetermined level

Electronic L-S-I Trip Units
- Long Time / Overload Protection, "L" has an adjustable trip threshold and adjustable time delay
- Short Circuit Protection, "S" has an adjustable short circuit trip threshold and adjustable time delay if necessary for coordinating with downstream loads
- Instantaneous Short Circuit Protection, "I" has an adjustable short circuit trip threshold and once exceeded will cause the circuit breaker to trip instantaneously
Tmax T7 PR231/P Functions L-I Trip curves
Motor Starting

Percent Volt Dip

SKVA

0 1,000 2,000 3,000 4,000

--125--
CATERPILLAR LIMITED WARRANTY

Effective with sales to the first user on or after June 1, 2012

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries (“Caterpillar”) warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; C175, 3500 and 3600 series engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial, mobile agriculture and locomotive applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period
- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems (excluding petroleum fire pump application), or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For new engines used in petroleum fire pump and mobile agriculture applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable and custom switchgear products, and automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For CG132, CG170 and CG260 series power generation products the warranty period is 24 months/16,000 hours, whichever comes first, after date of delivery to first user.
- For electric power generation products other than CG132, CG170 and CG260 series in prime or continuous applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

For all other products:
- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities
The user is responsible for:
- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under “Caterpillar Responsibilities,” including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under “Caterpillar Responsibilities.”
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations
Caterpillar is not responsible for:
- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

(continue on the reverse side…….)
• Failures resulting from user’s delay in making the product available after being notified of a potential product problem.
• Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.
• Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
• Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tuvalu, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mosherville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tuvalu, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED (“MANDATORY RIGHTS”). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.


CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.
<table>
<thead>
<tr>
<th>ATS NAME</th>
<th>QTY</th>
<th>AMPS/ POLES</th>
<th>BYPASS</th>
<th>TRANSITION TYPE</th>
<th>CATALOG NUMBER</th>
<th>ACCESSORIES</th>
<th>OUTLINE DRAWING</th>
<th>WIRING DIAGRAM</th>
<th>BOM NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td>1</td>
<td>1200 / 4</td>
<td>YES</td>
<td>DELAYED</td>
<td>G 7ADUB B3 1200 N5XM</td>
<td>6DL, 18B, 18G, 31Z, 40LB, 44G, 72EE2, 82E, 125A</td>
<td>740256-084</td>
<td>617429-534</td>
<td>TO BE ENGINEERED</td>
</tr>
</tbody>
</table>
## HAILEY WWTP Transfer Switch Details

<table>
<thead>
<tr>
<th>Product: Series 7000 Transfer Switches</th>
<th>Catalog Number: G7ADUBB31200N5XM</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMPS: 1200</td>
<td>QTY: 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Voltage / Hz: 480V/60Hz</th>
<th>Optional Accessories: 6DL, 18B, 18G, 31Z, 40LB, 44G, 72EE2, 82E, 125A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bypass Isolation: YES</td>
<td>Product Description: 7000 Series, Automatic Service Entrance Delayed Transition Bypass Switch - Breaker on Normal</td>
</tr>
<tr>
<td>Switched Poles: 4</td>
<td>Neutral Configuration: Switched [B]</td>
</tr>
<tr>
<td>Withstand Rating: Please refer to WCR chart</td>
<td>Cables and Lug Sizes: See Applicable Outline Drawing</td>
</tr>
<tr>
<td>Frame = G, Switch Rating = 1200</td>
<td>Service: Three Phase, 4-wire</td>
</tr>
<tr>
<td>Enclosure: 3R(M) Secure 3R</td>
<td>Markings:</td>
</tr>
<tr>
<td>Extended Warranty: Not Included</td>
<td></td>
</tr>
</tbody>
</table>

## ACCESSORIES DESCRIPTIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Accessory Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6DL</td>
<td>Retransfer to normal mode selector. Maintained two position selector switch permits selection of manual or automatic retransfer. Manual retransfer requires a second selector switch 6B or 6C be momentarily closed to initiate a retransfer to the normal source. While in manual retransfer mode if an emergency source failure should occur and the normal source is still available manual retransfer will be automatically bypassed. A pilot light indicates manual retransfer mode.</td>
</tr>
<tr>
<td>2</td>
<td>18B/18G</td>
<td>2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals</td>
</tr>
<tr>
<td>3</td>
<td>31Z</td>
<td>Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.</td>
</tr>
<tr>
<td>4</td>
<td>40LB</td>
<td>Special Service Configuration: 1200A – Normal &amp; Emergency Reversed</td>
</tr>
</tbody>
</table>

---134---
<table>
<thead>
<tr>
<th>Item</th>
<th>Accessory Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>44G</td>
<td>208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.</td>
</tr>
<tr>
<td>6</td>
<td>72EE2</td>
<td>5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.</td>
</tr>
<tr>
<td>7</td>
<td>82E</td>
<td>Standard Bypass Isolation Status Display Replaced With Membrane Display to match the J and H frame switches. Should be used on G, Q, S, and U Bypass Switches.</td>
</tr>
<tr>
<td>8</td>
<td>125A</td>
<td>Seismic 2.5 Certification</td>
</tr>
</tbody>
</table>
### Table II. ASCO UL1008 Withstand and Closing Ratings

(RMS Symmetrical Amps)

<table>
<thead>
<tr>
<th>Frame</th>
<th>Switch Rating (Amps)</th>
<th>300, 400 &amp; 7000 Series</th>
<th>4000 &amp; 7000 Series</th>
<th>7000 Series</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current Limiting Fuses</td>
<td>Specific Breaker</td>
<td>Time Based</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>480V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max.</td>
<td>Class</td>
<td>480V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Size, A</td>
<td>RMS Symmetrical</td>
<td>600V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Amps</td>
<td>Time (sec)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>480V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>480V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Short Time Ratings (sec)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>480V Max.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600V Max.</td>
</tr>
</tbody>
</table>

| D     | 30                   | 100kA                  | 300                | J          | 22kA                | 22kA                | 10kA | 0.025 | 10kA | 10kA | 10kA | - | - |
|       | 200kA - 35kA         | 200                    | J                  | 35kA       | 200                 | RK1                 | 150kA | 85kA | 25kA | 0.025 | 10kA | 10kA | 10kA | - | - |
| D     | 70, 100              | 35kA                   | 200                | RK1        | 200kA - 35kA        | 200                 | 35kA | 7.5kA | - | - |
| D     | 150                  | 200kA - 35kA           | 200                | J          | 200                 | J                  | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | 10kA | - | - |
| D     | 200                  | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |
| D     | 230                  | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |
| E     | 260, 400             | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | 35kA | 7.5kA | - | - |
| J     | 150, 200, 260        | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |
| J     | 400                  | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |
| J     | 600                  | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |
| J     | 600                  | 200kA - 35kA           | 200                | J          | 200kA - 35kA        | 200                 | J     | 200kA | 85kA | 14kA | 0.025 | 10kA | 10kA | - | - |

Notes:
1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information.
2) Application requirements may permit higher WCR for certain switch sizes.
3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination.
4) Max fuse rating is 1200A on front connected H frame switches.
5) Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max.
6) Rating shown is for Bypass switches only. Transfer Switch rating is 100kA.
7) See ASCO for Service Entrance Switch ratings.
8) These frames are only available on the 7000 Series product.
9) Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating.
Limited Guardian Warranty

7000 Series Power Transfer Switches

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Limited Guardian Warranty Against Defects in Material and Workmanship.

Please read your Guardian Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Catalog Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic Transfer Switch</td>
<td>7ATS, 7ADTS, 7ACTS</td>
</tr>
<tr>
<td>Automatic Transfer Bypass - Isolation Switch</td>
<td>7ATB, 7ADTB, 7ACTB</td>
</tr>
<tr>
<td>Non Automatic Transfer Switch (Electrically Operated)</td>
<td>7NTS</td>
</tr>
<tr>
<td>Manual Transfer Switch</td>
<td>7MTS</td>
</tr>
<tr>
<td>Service Entrance Transfer Switch (SEATS)</td>
<td>7AUS, 7ADUS, 7ACUS, 7AUB, 7ADUB, 7ACUB, 7APS, 7ARS, 7ASUD, 7ASUS, 7ASUB</td>
</tr>
<tr>
<td>Power Transfer Load Center (PTLC)</td>
<td>7000L</td>
</tr>
<tr>
<td>Automatic Soft Load Transfer Switch &amp; Bypass-Isolation Switch</td>
<td>7ASLS, 7ASLD, 7ASLE, 7ASLB</td>
</tr>
</tbody>
</table>

Terms of Warranty:

The following Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO 7000 Power Transfer Switch is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.

2. The ASCO 7000 Power Transfer Switch is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

As provided herein, the ASCO product is warranted to be free of defects in material and workmanship for a period of two, five, and ten years from date of shipment from ASCO provided that the product has been stored in a suitable environment prior to installation; except, however, for 7AUS, 7AUB, 7APS, 7ARS, 7ASLD, 7ASLE, 7ASUD, 7ASUS, 7ASUB and 7000L products, the warranty period for the circuit breaker shall be two (2) years from date of shipment from ASCO. The product shipment date will be determined only from the ASCO bill of lading. If any part or portion of the ASCO product fails to conform to the Warranty within the Warranty period, ASCO, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part.

YEARS 1 – 2: Covers all replacement parts, labor, and travel expenses necessary to remedy the defects in material and/or workmanship. All warranty repair or replacement of said equipment will be performed at ASCO’s option at ASCO’s service facility location, factory, or User’s installation site by ASCO’s certified service personnel as deemed most practical by ASCO.

YEARS 3 – 5: Following expiration of the initial two year warranty period as detailed herein, parts only determined to be defective will be provided at no charge. Customer is responsible for all other related costs (labor and travel expenses). This does not apply to circuit breakers in 7AUS, 7AUB, 7APS, 7ARS, 7ASLD, 7ASLE, 7ASUD, 7ASUS, 7ASUB and 7000L products.

YEARS 6 – 10: Following expiration of year five warranty period as detailed herein, Main Contacts only determined to be defective will be provided at no charge. Customer is responsible for all other related costs (labor and travel expenses).

Optional Available Extended Warranty:

Optional extended warranty coverage may be purchased from ASCO for a specified fee at the time of the original sale. If purchased, it shall extend the coverage conditions noted for years 1-2 above up to an additional three (3) years, to provide up to five (5) years of coverage applicable to the above referenced products. Extended warranty coverage must be purchased in one (1) year increments.
The length of the optional extended coverage shall be reflected on the ASCO invoice and/or order acknowledgement document. The extended warranty coverage does not affect the standard warranty described above for years 3-10 or the 2 year circuit breaker warranty; those warranty periods will remain the same.

All warranty related repairs, replacements or adjustments must be made by ASCO Services Inc. or its duly authorized representative.

**Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

**Assignment of Warranties:**

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

**Drawings, Descriptions:**

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO’s final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment (“Descriptions”). ASCO does not control the use of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

**Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User’s discovery of a defect, User shall contact ascopowerwarranty@ascopower.com. Subject to the limitations specified herein, (i) during the first two years of the warranty, an ASCO service representative will repair the non-conforming ASCO product warranted hereunder without charge for parts, labor, or travel expenses; (ii) during the remainder of the warranty, ASCO will arrange for an ASCO service representative to repair or replace the non-conforming ASCO product warranted hereunder without charge for covered parts, and User shall bear all labor, travel expenses, and shipping charges associated with repair or replacement of the product herein. Warranty coverage will apply only after ASCO’s inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ASCO.

**Warranty Performance of Component Manufacturers:**

It is ASCO’s practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO’s opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO’s recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

**Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER’S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER’S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO’S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.
IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.
ASCO 7000 Series POWER TRANSFER SWITCHES

Protecting:
- Healthcare Facilities
- Enterprise / Colocation / Cloud Data Centers
- Commercial Buildings / Industrial Buildings
- Telecom Mobile / Central Switching Centers
- Process Manufacturing
- Distributed Energy Resources (Microgrid) / Load Management
- Water Treatment Facilities
As society becomes increasingly dependent on the quality and reliability of electrical power, interruption or complete loss of power can result in serious hardships, significant financial losses, or dangers to life and safety.

ASCO Power Technologies (ASCO) provides industry-leading products and solutions for reliably transferring critical loads to emergency power sources. Using ASCO products can mean the difference between a minor inconvenience and a major catastrophe. You’ll find ASCO Power Transfer Switches wherever there is a critical load to protect.

ASCO offers a variety of product solutions to meet virtually every requirement, including distributed generation applications. That’s why the 7000 SERIES is available in open, delayed, closed and soft load transition configurations. Additionally, switched or overlapping neutral options provide for more accurate operation of ground fault protection systems and reduction of voltage transients from unbalanced load switching.

**7000 SERIES**

ASCO Power Transfer Switches are the standard of the industry. High speed transfer of loads between alternate sources of power, regardless of ampacity, is achieved using a reliable, field-proven solenoid operating mechanism. When combined with a programmable microprocessor controller with keypad and LCD display, they offer the most advanced method of transferring all types of loads, such as motors, electronic drives, UPS’s and microprocessor-based systems. 7000 SERIES Power Transfer Switches are available open or enclosed, in ampacities ranging from 30 through 4000 amps with the largest selection of optional accessories offered anywhere. All switching configurations are available with an integrally mounted bypass-isolation switch. Configurations are also available for service entrance applications.

![Fig. 1: Three Pole 7000 SERIES Automatic Transfer Switch rated 1600 amps (shown with optional front connected terminals and Power Meter).](image)

**7000 SERIES POWER TRANSFER SWITCHES PRODUCT FEATURES**

- Conventional two-position transfer configuration, plus closed and delayed transition modes of operation. All configurations available with either automatic or non-automatic control.
- Listed to UL 1008 Transfer Switch Equipment for Automatic Transfer Switches and Certified to CSA 22.2, No. 178.
- Qualified and certified to IEC 60947-6-1, CE marked (optional). (Limited to certain accessories.)
- Rated up to 600 VAC, 30 through 4000 amps.
- 3 to 18-Cycle Withstand and Closing Rating (WCR) Standard, 30-Cycle WCR Optional.
- Reliable and field-proven solenoid operating mechanism.
- High WCRs including short-time withstand current rating for optimum flexibility in circuit breaker coordination (600-4000 amps).
- Solid, switched, or overlapping neutral conductor options.
- Front replaceable main and arcing contacts (800-4000 amps).
- Programmable microprocessor controller with keypad and LCD display.
- Centrally located terminal block for customer control connections (260-4000 amps).
- 16mm, industrial grade control switches and indicating lights.
- Switch position and source acceptability LED indicators.
- Standard ground conductor connections.
- Four auxiliary contacts, two contacts closed when switch is in normal position and two contacts closed when switch is in emergency position.
- Local/remote communications capability for interfacing with ASCO POWERQUEST® communication products.
- Protected by a comprehensive 2, 5, or 10 year warranty.
The Recognized Leader in Power Transfer Switch Technology Offers the Most Advanced Transfer Switches in the World.

ASCO 7000 SERIES POWER SWITCHING SOLUTIONS

Automatic & Non-Automatic Transfer Switching

ASCO Transfer Switches are available in both automatic & non-automatic initiation types. Both types are electrically operated. For automatic transfer switches, the controller initiates transfer. For non-automatic transfer switches, the user initiates switching transfer between power sources using switches mounted locally or at remote locations. Non-automatic switches have the following features:

- Sizes from 30 through 4000 amps.
- Microprocessor-based controller provides for addition of optional accessories.
- Controller prevents inadvertent operation under low voltage conditions.
- Low control circuit operating currents allow for long distances between remotely mounted manual control switches and the transfer switch.
- Source acceptability lights inform operator when sources are available to accept load.
- Standard inphase monitor can be activated for transferring motor loads.

Fig. 2: Four Pole, Non-Automatic, Electrically-Operated 400 Amp Switch in a Type 1 Enclosure.
ASCO 7000 SERIES POWER SWITCHING SOLUTIONS

Open Transition Transfer Switching

ASCO Transfer Switches are available in a standard, 2-position, open transition configuration to reliably transfer loads between power sources. Loads transfer to the alternate source in less than 100ms. In phase transfer can be activated for transferring motor loads. Open transition switches are suitable for a wide range of applications.

- Available from 30 to 4000 amps.
- Utilizes reliable, field-proven, single solenoid operating mechanisms.
- Single operator design prevents direct connection of both sources.

Delayed Transition Transfer Switching

ASCO Delayed Transition Transfer Switches are designed to provide transfer of loads between power sources with a timed load disconnect position for an adjustable period of time. Applications include older style variable frequency drives, rectifier banks, and load management applications.

- 150 through 4000 amps.
- Utilizes reliable, field-proven solenoid operating mechanisms.
- Mechanical interlocks to prevent direct connection of both sources.
- Indicator light (16mm, industrial grade type LED) for load disconnect position.
- Adjustable time delay for load disconnect position.

Closed Transition Transfer Switching

ASCO Automatic Closed Transition Transfer Switches feature main contacts that overlap, permitting the transfer of electrical loads without power interruption. The switch transfers in a make-before-break mode if both sources are within acceptable parameters. Control logic continuously monitors source conditions and automatically determines whether the load transfer should be open (conventional non-overlap mode) or closed transition.

- Available 150 through 4000 amps.
- Utilizes reliable, field proven solenoid operating mechanism.
- Closed Transition Transfer is achieved passively within 5 electrical degrees, without control of engine generator set.
- Additional control wiring not required.
- Overlap time is less than 100 milliseconds (consult your local utility on protective relay requirements).
- Failure to synchronize and extended parallel time indication.
WITHSTANDING AND CLOSING ON SHORT CIRCUIT FAULT CURRENTS

Withstanding and closing on short circuit currents require transfer switches that can handle extremely high electromagnetic forces and thermal stresses. Circuit breakers and fuses are designed to open on short circuit currents. However, while transfer switches must withstand a short circuit current until the over-current device clears the fault.

The withstand and closing rating (WCR) indicates the highest level of current a transfer switch can close on and carry for a specific amount of time. For system coordination purposes, the time must be sufficient for the upstream over-current protective device to clear the fault. The WCR must equal or exceed the available fault current and system voltage at the power source terminals of the switch.

The purpose of a power transfer switch is to maintain power to the load, whereas an overcurrent device is designed to open under a fault condition to protect the circuit conductors and equipment. ASCO power transfer switches use a unique solenoid operator design to force and lock the main contacts closed on a high current fault, rather than allowing them to open like a circuit breaker.

Main contact material composition, contact geometry, arcing contact design, and other features all affect the ability of the power transfer switch to withstand and close-on high fault currents. ASCO employs a variety of computer modeling programs to determine the optimal combination of all these elements to create a superior transfer switch design.

ASCO power transfer switches are available with a full range of WCRs to accommodate a variety of over-current devices with fault-clearing times from 0.004 to 0.5 seconds (1/4 to 30 cycles). In fact, ASCO transfer switches provide the industry's most comprehensive solution for all short circuit requirements. Our 7000 SERIES WCR table addresses all time-based, specific breaker, current-limiting fuse, and short-time ratings necessary for accommodating selective coordination requirements.

In order to meet NEC selective coordination requirements, short-time settings are specified on circuit breakers following a coordination study. A circuit breaker's short-time settings require transfer switches to withstand and close-on short circuit currents for time durations of 0.1 seconds (6 cycles for a 60Hz system) or longer. The 4th Edition of UL1008 added this optional “Short-Time Rating” for transfer switches in 2002. Underwriters Laboratories does not require a specific time or specific number of cycles to qualify for this rating, but the transfer switch WCRs must coordinate with the short-time settings on the breakers.

While there are no ideal time delay breaker settings for selective coordination, many engineers have been successful with using 0.3 seconds (18 cycles) for the most upstream breaker short-time settings. However, 0.5 second (30-cycle) settings may be required for larger projects with multiple levels of distribution breakers or where transfer switches are served by ANSI switchgear with 30-cycle withstand ratings.

As with most electrical devices, higher ratings usually result in higher costs. The goal is to optimize selective coordination in the system while incorporating power transfer switches at a reasonable cost. ASCO 7000 SERIES H and G frame Power Transfer Switches include a 0.3 second (18-cycle) short-time rating as standard along with a 0.05 second (3-cycle) short-circuit rating. The 18-cycle rating should be sufficient to satisfy most selective coordination requirements without adding cost to the transfer switch budget.

The ASCO P, Q, S, and U frame 7000 SERIES Power Transfer Switches are perfect for larger projects, or for systems using ANSI switchgear requiring a 0.5 second (30-cycle) rating. These switches feature a re-designed contact assembly with more robust contact frames, heavier-duty crank arms, and a high-speed coil closing circuit. These design enhancements enable flexibility for selective coordination solutions and provide safe and reliable fault current endurance for up to 0.5 seconds.
ASCO Withstand and Closing Ratings for all 7000 SERIES Products\(^1,2\)

(RMS Symmetrical Amps)

The chart below indicates Withstand and Closing Ratings for all 7000 SERIES Power Transfer Switches, including 0.5 second (30-cycle) designs.

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Notes:
1. All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information.
2. Application requirements may permit higher WCR for certain switch sizes.
3. Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination.
4. Max fuse rating is 1200A on front connected H frame switches.
5. Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max.
6. Rating shown is for Bypass switches only. Transfer Switch rating is 100kA.
7. Contact ASCO for Service Entrance Switch ratings.
8. Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating.
ASCO 7000 SERIES BYPASS ISOLATION SWITCHES

Automatic Transfer Bypass-Isolation Switches

ASCO Automatic Transfer & Bypass-Isolation Switches are available in open transition, closed transition, and delayed transition designs. The bypass and isolation features allow the primary automatic transfer switch to be inspected, tested, and maintained without interrupting power to the load. They also provide redundant power transfer if the ATS is disabled or removed from service.

- Available 150 to 4000 amps.
- Allows bypass-isolation without load interruption.
- Bypass switch and transfer switch have identical electrical ratings.
- Heavy-duty mechanical interlocks prevent unintended operation.
- Bypass contacts carry current only during bypass mode.
- Drawout design allows for easy transfer switch maintenance.
- Bypass and isolation handles are permanently mounted. The bypass switch has dead front quick-make, quick-break operation for transferring loads between live sources.
- Bypass switch is fully rated for use as a manual 3-position transfer switch.
- Bypass and isolation functions are simple, requiring a total of two operating handles.
- No toggle switches, push buttons, selector switches, or levers are required for bypass-isolation operation.
- Mechanical indicators show bypass and transfer switch positions.
- 800 - 1200 amp models available in shallow depth, front connected or rear connected designs.

Transfer Switch Drawout Features (150-4000 Amps)

- Automatic secondary disconnects remove all control power as switch is withdrawn.
- Drawout carriage provides for easy transfer switch mechanism maintenance and/or removal via commercially available breaker hoists.
- Optional transfer switch lifting yoke kit available
- Optional automatic shutters that close when the transfer switch is withdrawn to provide bus isolation. Specify accessory 82C (1600-3000 Amp only).
ASCO 7000 SERIES BYPASS ISOLATION SWITCHES

Bypass and Isolation Handles - Simple as 1, 2, 3

1. **Bypass to Normal**
   - Push in bypass handle and turn it counter clockwise
   - Bypass handle
   - Isolation handle
   - Automatic Transfer Switch

2. **Test Position**
   - Turn isolation handle counter clockwise until window shows “Test”
   - Isolation handle
   - Automatic Transfer Switch

3. **Isolation Position**
   - Turn isolation handle counter clockwise until window shows “isolate”
   - Isolation handle
   - Automatic Transfer Switch
ASCO 7000 SERIES SERVICE ENTRANCE POWER TRANSFER SWITCHES

The ASCO Service Entrance Power Transfer Switch combines automatic power switching with a disconnect and overcurrent protective device on the utility source. The power transfer switch meets all National Electric Code requirements for installation at a facility’s main utility service entrance. Service entrance rated transfer switches generally are installed at facilities that have a single utility feed and a single emergency power source. A circuit breaker serves as the utility disconnect and links are provided to disconnect both neutral and ground connections. This product is available up to 600V and 4000 amps in Standard, Delayed, Closed Transition, Soft Load, and Bypass Isolation Configurations.

Standard Features

- Available from 70 to 4000 amps
  - 70 - 400 amp listed to UL 1008
  - 600 - 4000 amp listed to UL 891
- The ASCO 7000 SERIES Power Transfer Switch mechanism is UL 1008 Listed
- Standard UL Type 1 Enclosure
- Disconnect and overcurrent protective device on the utility source. 70 to 2000 amp models use molded case circuit breakers; 2500 to 4000 amp models use insulated case circuit breakers.
- Disconnect link on Neutral
- Disconnect link on Ground
- Ground and Neutral Bus, all silver-plated copper
- Solderless screw-type terminals for External Power Connections
- Meets all NEC requirements for use as service entrance
- Internet-enabled monitoring and control
- Service Entrance Continuous Breaker Ratings: 80% for standard transfer switches below 2500 amps and Bypass Isolation Switches below 1000 amps, otherwise 100%

One line diagram of a typical service entrance-rated transfer switch available in Solid, Switched or Overlapping Neutral

*Ground fault trip protection provided on models of 1000 amps and above

Additional Options

- Enclosures - Secure Door Over Door/Panel
  - UL Type 3R w/strip heater & thermostat
  - UL Type 4 or 4X
  - UL Type 12
- Connections
  - Crimp lugs
  - Bus Riser on Normal, Emergency or Load
- Protective Relays/Metering
  - Accessory 135L (see page 22)
- Surge Suppression
  - Accessory 73, Surge protector (see page 19)
- Additional Breaker(s)
  - Circuit Breaker on Emergency
  - Load Distribution Panel
- Optional High AIC Ratings on Breakers
- Technology Packages including
  - 7-inch Color Touch Display including 5210 Meter (Acc. 150AT1/150BT1)
  - 7-inch Color Touch Display Interface including 5410 Power Quality Meter (Acc. 150AT1/150BT1)
  - Base Package including 5210 Power Meter (Acc. 150A/150B)
- ATS Remote Annunciators (see page 23)
  - 1-ATS 7-inch Color Touch Annunciator (5370)
  - 8-ATS / 1-ATS LED Annunciator (5350/5310)
- Remote Power Monitoring (see pages 25-27)
  - 8-Device Annunciator, (5705)
  - Critical Power Management System (5710/5750/5790)

Note: All Tech Packs include Meter: Acc. 72EE2 Ethernet Module and Acc.1PS1 power ride-through. 150A* (ATS) and 150B* (Bypass ATS). Consult ASCO for additional features
ASCO 7000 SERIES GROUP 5 CONTROLLER

The 7000 SERIES Controller (Group 5) is used with all sizes of Power Transfer Switches from 30 through 4000 amps. It is the most reliable and field-proven transfer switch controller in the industry and includes, as standard, all of the voltage, frequency, control, timing and diagnostic functions required for most emergency and standby power applications. It can be equipped with a color Touch Display Interface that provides information to better manage your transfer and bypass switch. (See page 16 for additional information)

Because severe voltage transients are frequently encountered in industrial distribution systems, the controller's logic board is separated and isolated from its power board. This improves electrical noise immunity performance and helps assure compliance with the rigorous transient suppression standards shown in the table below.

<table>
<thead>
<tr>
<th>Emission Standard - Group 1, Class A</th>
<th>EN 55011:1991</th>
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<tbody>
<tr>
<td>Generic Immunity Standard, from which:</td>
<td>EN 50082-2:1995</td>
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<tr>
<td>Electrostatic Discharge (ESD) Immunity</td>
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<tr>
<td>Electrical Fast Transient (EFT) Immunity</td>
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<td>Surge Transient Immunity</td>
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<td>Conducted Radio-Frequency Field Immunity</td>
<td>EN 61000-4-6:1996</td>
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<tr>
<td>Voltage Dips, Interruptions and Variations Immunity</td>
<td>EN 61000-4-11:1994</td>
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</tbody>
</table>
ASCO 7000 SERIES GROUP 5 CONTROLLER

Control Features

• Touch pad programming of features and settings without the need for meters or variable power supplies.
• Sixteen (16) selectable operating voltages available in a single Controller.
• On-board diagnostics provide control panel and ATS status information for analyzing system performance.
• Displays and counts down active timing functions.
• Selectable multi-language display (English, German, Portuguese, Spanish, or French. For other languages, contact ASCO).
• Password protection to prevent unauthorized tampering of settings.
• Optional Color Touch Display Interface simplifies control management and expands event log to 1,000 events. Specify Accessory 150AT (ATS) or 150BT (Bypass).
• Remote monitoring and control with ASCO POWERQUEST® communication products. Specify Accessory 72EE2.
• Load shed option for bus optimization applications. Specify optional accessory 30B.
• Historical event log.
• Statistical ATS systems monitoring information.

Voltage and Frequency Sensing

• 3-Phase under-voltage and over-voltage settings on normal and emergency sources.
• Under-frequency and over-frequency settings on normal and emergency.
• True RMS Voltage Sensing with +/- 1% accuracy; Frequency Sensing Accuracy is +/- 0.2%.
• Selectable settings: single or 3-phase voltage sensing on normal and emergency; 50 or 60Hz.
• Phase sequence sensing for phase-sensitive loads.
• Voltage unbalance detection between phases.

Status and Control Functions

• Output contact (N/O or N/C) for engine-start signals.
• Selection between “commit/no-commit” on transfer to emergency after engine start and normal restores before transfer.
• Advanced inphase algorithm that automatically measures the frequency difference between the two sources and initiates transfer at appropriate phase angles to minimize disturbances when transferring motor loads.
• Standard event log displays 99 logged events with the time and date of the event, event type and event reason.
• Output signals for remote indication of normal and emergency source acceptability.
• Statistical ATS/System monitoring data screens that provide:
  - Total number of ATS transfers.
  - Number of ATS transfers caused by power source failure.
  - Total number of days ATS has been in operation.
  - Total number of hours that the normal and emergency sources have been available.

Time Delays

• Engine start time delay - delays engine starting signal to override momentary normal source outages - adjustable 0 to 6 seconds.
• Transfer to emergency time delay - adjustable 0 to 60 minutes.
• Emergency source stabilization time delay to ignore momentary transients during initial generator set loading - adjustable 0 to 6 seconds.
• Retransfer to normal time delay with two settings:
  - Power failure mode - 0 to 60 minutes.
  - Test mode - 0 to 10 hours.
• Unloaded running time delay for engine cool down - adjustable 0 to 60 minutes.
• Pre-transfer and post-transfer signal time delay for selective load disconnect with a programmable bypass on source failures - adjustable 0 to 5 minutes. This signal can be used to drive a customer-furnished relay, or for two sets of double throw contacts rated 3 amps at 480 volts AC. Specify ASCO optional accessory 31Z.
• Fully programmable engine exerciser with seven independent routines to exercise the engine generator, with or without loads, on a daily, weekly, bi-weekly or monthly frequency.
• Alarm signals, logic, and time delays for use with closed transition switches.
  - In synch time delay - 0 to 3 seconds.
  - Failure to synchronize - 1 to 5 minutes.
  - Extended parallel - 0.1 to 1.0 seconds.
• Delayed transition load disconnect time delay - adjustable 0 to 5 minutes.
ASCO 7000 SERIES POWER CONTROL CENTER

Status

System Status
Normal OK
Load on Normal

Displays system status in clear, concise language. Message shown indicates normal source is acceptable and the load is connected to the normal source.

Source Status
Normal Source
Vab=480V.................ABC
Vbc=480V.................1k
Vca=480V.................60.0Hz

Displays voltage for each phase, frequency, phase rotation and voltage unbalance for both normal and emergency sources.

Time Delay Status
Normal OK
TD.Engine.Coolown: 4min15s

Active time delay status displays time remaining until next control event.

Inphase Transfer Status
Emerg OK
Waiting for In-Sync
-45° 0.02Hz

Displays the relative phase angle between sources and frequency differential to indicate the controller is awaiting an inphase condition.

Settings

Voltage and Frequency Settings
Normal Voltage
Dropout.........95%,408V
Pickup...........90%,432V
O.V. Trip.......110%,528V

Provides voltage and frequency setting values for normal and emergency sources. Voltage pick-up, dropout and trip settings are set in percentage of nominal voltage and are also displayed in rms voltage values.

Engine Exerciser
P1.................Engine.Exerciser
Enable:....Yes...WLoad:....Yes
Start: 19h30min. ALL MON
Run.Time:..............21h15min

Seven independent programs, load/no load selection, flexible run times and daily, weekly, bi-weekly and monthly exercise routines.

Feature Settings
Shed Load
Direction: From E
Inphase: No TD/0.25

Standard features can be activated with the keypad. As an example, when enabled, the “shed load” option causes the transfer switch to transfer the load off of the specified source. If desired, the load shed transfer can be made inphase.

Time Delay Settings
TD N>E Xfer Signal
Bypass if N Fail: No
Pre Xfer: 0 min 20s
Post Xfer: 0 min 20s

Provides direct reading display for setting time delays.

Data Logging

ATS Statistics
ATS Statistics
ATS Total Xfers: 46
SRC Fail Tot Xfers: 20
Days Energized: 36,5

Instant availability of statistical information on total number of ATS transfers, number of transfers caused by power failures and total days controller has been energized, plus more.

Historical Event Log
16.AUG02/95........13H10:17
ENG.START........NORMFAIL.
15.AUG02/95........13H10:25
XFER,N>ENorm................

Displays detailed information for last 99 events, including time of occurrence, length of event, date and reason for event.

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ASCO 7000 SERIES USER CONTROLS AND INDICATORS

Control Switches and Indicating Lights

- Switch position indicating lights (16 mm, industrial grade LEDs).
- Source acceptability indicating lights with true indication of the acceptability of each source, as determined by the voltage, frequency, voltage unbalance, and phase sequence settings of the control panel (16 mm, industrial grade LEDs).
- Three position (16 mm, industrial grade type) selector switch:
  - Automatic: Normal maintained position.
  - Test: Momentary position to simulate normal source failure for system test function.
  - Reset Delay Bypass: Momentary position to bypass transfer and re-transfer time delay.

Control Switches and Indicating Lights for Closed Transition Switches

- Extended Parallel Time - Provides visual indication when the pre-set extended parallel time has been exceeded. The controls automatically open the emergency or normal main contacts. Separate contact also available to shunt trip external breaker.
- Failure To Synchronize - Visually displays a failure to synchronize alarm if the time delay settings are exceeded during closed transition transfer operation.
- TS Locked Out - Prevents transfer in either direction if the extended parallel time is exceeded.
- Alarm Reset - Resets extended parallel and failure to synchronize alarms.
- Closed Transition Bypass - Pushbutton allows transfer between sources in an open transition mode.

ASCO 7000 SERIES OPTIONAL ACCESSORIES

Time Delays and Extended Control Power

- **2C**: Provides an extended time delay on engine starting. The standard feature one-time delay is adjustable from 0 to 6 seconds. Accessory 2C allows this time delay to be adjustable from 0 to 60 minutes in one-second intervals; factory set at 5 minutes.

- **1G1**: Similar to accessory 2C except using 24 volt DC external input signal. Controls, metering and communication remain active when both power sources are de-energized.

- **1GB1**: Same as accessory 1G1 except using 120 volt AC external input.

- **1PS1**: Extended control power ride-through (approx. 25 seconds) for Group 5 ATS controller and select communications and metering accessories, e.g. Acc. 72EE2, 72FC, 135L, etc.

Manual Controls for Automatic Transfer Switches

- **6C**: Reset switch for manual retransfer to normal with automatic retransfer in the event of emergency source failure.

- **6D**: Selector switch for automatic/manual retransfer to normal. Automatic bypass if emergency fails.
### Extension Harness
37B  Six foot (6’) extension harness to increase distance between transfer switch and control panel on open-type units.

### Indicators
14A/  Additional auxiliary contact sets to indicate switch position. Two sets are standard. Specify total number of sets if more are required.
18B  Two-pole, double-throw contacts operate when emergency source voltage is present at transfer switch terminals.
18G  Two-pole, double-throw contacts operate when normal source voltage is present at transfer switch terminals.
99   “Push-to-Test” feature on all pilot light indicators.

### Customer Control Circuits
30A  Load-shedding circuit initiated by opening of a customer-supplied contact.
30B* Load-shedding circuit initiated by removal of customer-supplied control voltage. *(Specify voltage).
31Z  Selective load disconnect control contacts (two provided) that operate with time delay prior to and/or after load transfer and retransfer.
43R  Terminal block for all customer control connections on 30 to 150 amp models only (standard on all other sizes).

### Neutral Conductor Options
- Solid neutral, with fully-rated terminals. (AL-CU) UL Listed.
- Conventional neutral switching pole.
- Overlapping neutral transfer contacts. Allows for proper ground-fault sensing and avoids generator voltage transients during transfer.

Note: For ordering information, see the ASCO 7000 Series Power Transfer Switch Dimensional Data and Shipping Weights (ASCO Publication No. 3040 DW)

### Communications
107G  Provides Building Monitoring Systems with transfer switch, bypass and load power metering information in Modbus TCP/IP, BACnet IP and SNMP Protocols. Compatible with any Accessory 150 Technology Package or 72EE2.
72EE2  Offers remote Ethernet monitoring via open Mod bus and SNMP protocols, email notifications and embedded monitoring web pages. (Catalog No. 5170 for stand alone product).

### Surge Protection
ASCO 510 TVSS, rated 65KA
73AC1  Normal source protection. (3Ø, 4wire WYE)
73AC2  Emergency source protection. (3Ø, 4wire WYE)
73AC3  Load side protection. (3Ø, 4wire WYE)

Note: Other distribution voltages and kA ratings available (Contact ASCO).

### Special Applications
45   Custom Alphanumeric nameplate mounted on the front of the switch
111A Generator - to - Generator for Standby Applications
111B Generator - to - Generator for Prime Power Applications
125A Seismic Certification to the requirements of the International Building Code for electrical equipment
131  Certification of compliance with the American Recovery & Reinvestment Act (Buy American Provision) - Must be specified at time of order placement

### Bypass-Isolation switch Options
14A1  Auxiliary contact to close in “Bypass to Normal” position.
14B1  Auxiliary contact to close in “Bypass to Emergency” position.
14T  Auxiliary contact to close when transfer switch is in “Automatic” position.
14U  Auxiliary contact to close when transfer switch is in “Isolate” position.
14V  Auxiliary contact to close when transfer switch is in “Test” position.
82C  Automatic shutters for bus isolation when transfer switch is withdrawn. (See page 6 for details)
82E  LED Bypass status indicator, optional on G frame 1600 to 4000 amps only. Standard for all other size switches.
Technology Packages are the easiest way to locally and remotely manage your critical power transfer switch and bypass switch.

**Technology Package Options**

<table>
<thead>
<tr>
<th>Included Meter</th>
<th>Standard Tech Package</th>
<th>Tech Package with Touch Display Interface</th>
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<tbody>
<tr>
<td>5210 Power Meter</td>
<td>150A</td>
<td>150AT</td>
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</table>

**Notes**

1. All Technology Packages includes Acc. 1PS1, 72EE2, Meter of choice, CTs, Shorting Blocks and Bypass Status Monitoring via discrete I/O when necessary.
2. Contact for availability.

---

ASCO TOUCH DISPLAY INTERFACE TECHNOLOGY PACKAGE

The Touch Display Interface (TDI) is the best way to comprehensively connect to and manage your power transfer switch. The TDI enables you to centrally monitor, control and log the performance of transfer and bypass switches and power meters from a single device. It provides you with quick access to real-time information and historical event logs needed to increase the reliability, efficiency, and regulatory compliance of your power system.
The Monitoring Gateway (Accessory 107G) monitors the state and performance of your transfer switch and its associated devices, including engine-generators, utility power quality meters, surge protection devices, and circuit breakers. The Monitoring Gateway simplifies the NFPA 110 fire code and Joint Commission compliance and reporting activities required for critical and healthcare facilities. It is compatible with Building Monitoring Systems, sharing data in open Modbus TCP/IP and BACnet IP formats.

**Meets NFPA and Joint Commission Compliance requirements**

Provides required engine-generator and transfer switch safety indicators and shutdowns. Automatically generates NFPA test and utility outage reports. Listed to UL 1008.

**Gain real-time status and performance insights**

Provides instant access to critical utility power, engine-generator, transfer switch, surge protection and load bank information. Transmits immediate email and text alerts of alarm and event conditions.

**Integrates with common building monitoring systems and the ASCO Critical Power Management System**

Shares power system data with other monitoring systems, allowing greater analysis of operating data and faster response to changing conditions.
ASCO QUAD-ETHERNET MODULE ACCESSORIES

The Quad-Ethernet Module is the easiest way to connect, monitor and control your power transfer switch, utility power and engine-generator. Through the web app, you can monitor power conditions, start your engine-generator, and transfer between power sources.

Monitoring

- Engine-generator, utility, and transfer switch status
- Email Notification
- Alarms and Alerts
- Statistics and Activity
- Event Log (downloadable)
- Controller Setpoints
- Power Monitoring*
- Energy Consumption*
- Historical KW Demand*

*Accessory 150A or 150B

Control

- Engine Start/Stop
- ATS Transfer/Retransfer
- Generator Test
- Bypass Timer Delays

Communicate

- Modbus
- SNMP
- SMTP Advanced Encryption Standard
- Four Port Ethernet Switch
- RS485 Port

Ordering and Specifications Information

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<tr>
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<td>Quad-Ethernet Module</td>
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<td>Protocol</td>
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### ASCO ENERGY AND POWER METERS

#### 5210 Power Meter

![Image of 5210 Power Meter](ASCO_5210.png)

![Image of 5400 SERIES Power Quality Meter](ASCO_5400.png)

<table>
<thead>
<tr>
<th>Technology Packages</th>
<th>Transfer Switch</th>
<th>Bypass Transfer Switch</th>
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#### Energy and Power Measurements
- Power factor (total), Apparent power (total), Active and reactive power (total), Active and reactive power (per phase, rms), Apparent power (per phase, rms), Power factor (per phase, rms), Voltage, Current, Frequency

#### Power Quality Analysis
- Total harmonics distortion
- Continuous waveform recording, harmonics, inter-harmonics, voltage sag and swell detection, unbalanced components (zero, negative, positive), flicker, fast flickering, crest factor, K-factor

#### Power Quality Analytics Software
- No
- Yes (Acc. 107G)
- Yes (Acc. 107G)
- Yes (Acc. 107G)

#### Web-page interface
- Yes
- Yes
- Yes
- Yes

#### Communications Protocol
- Modbus TCP/IP, SNMP
- Modbus TCP/IP
- Modbus TCP/IP
- Modbus TCP/IP

#### BACnet IP Protocol
- Yes (Acc. 107G)
- Yes (Acc. 107G)
- Yes (Acc. 107G)
- Yes (Acc. 107G)

#### Sampling Rate (samples per cycle)
- 32
- 256
- 512
- 1024

#### Voltage Harmonics
- 15th
- 127th
- 255th
- 511th

#### Internal Memory
- 128KB
- 128MB
- 4GB
- 16GB

#### Transient Detection at 60/50Hz
- No
- 65.1 / 78.1us
- 32.5 / 39 us
- 16.3 / 19.5 us

#### NTP Time Synchronization
- Yes (Acc. 107G)
- Yes
- Yes
- Yes

#### Digital Inputs / Outputs
- Yes (Acc. 107G)
- Yes
- 8 / 4
- 16 / 8

#### Analog Inputs / Outputs
- -
- -
- 4 / 4
- 8 / 8

#### Form-C Relay Contacts
- -
- -
- 3
- 6
## ASCO ATS REMOTE ANNUNCIATORS

<table>
<thead>
<tr>
<th>Description</th>
<th>5350 8-ATS Annunciator</th>
<th>5705 8-Device Annunciator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listed to UL 1008</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>NIST Compliant Security</td>
<td>AES 128-bit Encryption</td>
<td>AES 128-bit Encryption</td>
</tr>
<tr>
<td>Monitoring Interface</td>
<td>LED</td>
<td>Graphical Touchscreen</td>
</tr>
<tr>
<td>ATS Supported</td>
<td>Up to 8 (5310, 1-ATS)</td>
<td>Up to 8</td>
</tr>
<tr>
<td>Transfer and Engine-Start Control</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Transfer Switch Monitoring</td>
<td>Transfer Switch Position, Source Availability, Time-Delay Active, Communications Status, Locked Out, Fail-to-Synchronize, Extended Parallel</td>
<td></td>
</tr>
<tr>
<td>NFPA 110 Engine-Generator Safety Indicators and Shutdowns</td>
<td>No</td>
<td>Yes, any generator with ASCO 5212 PMU</td>
</tr>
<tr>
<td>Surge Protective Devices</td>
<td>No</td>
<td>ASCO SERIES 500 and 400 with Active Surge Monitoring</td>
</tr>
<tr>
<td>Load Bank</td>
<td>No</td>
<td>ASCO Avtron 5000 and 4000 SERIES with Accessory 150LB</td>
</tr>
<tr>
<td>Email Notification</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Audible Alarm</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Mounting</td>
<td>Wall or Flush-mounted</td>
<td>Wall-mounted</td>
</tr>
<tr>
<td>Common Alarm Output</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Control Security</td>
<td>Key Lock</td>
<td>Multi-Level Password</td>
</tr>
<tr>
<td>Control Power</td>
<td>24VDC or 120VAC</td>
<td>24VDC or 120VA</td>
</tr>
<tr>
<td>Ethernet Ports</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Power-outage ride-through (seconds)</td>
<td>0.1</td>
<td>60</td>
</tr>
<tr>
<td>ATS accessory required</td>
<td>Any ASCO Accessory 150 Technology Package or Accessory 72EE2</td>
<td>Any ASCO Accessory 150 Technology Package</td>
</tr>
</tbody>
</table>
With the ASCO PowerQuest® CPMS, you can

- Understand power system and equipment status throughout a facility
- Quickly identify and resolve alarms to reduce downtime risk and increase reliability
- Monitor KW capacity and demand at any point in the distribution system
- Automatically generate outage reports for NFPA and Joint Commission compliance
- Ensure power quality compliance to increase the service life of business critical equipment and devices
- Leverage existing network infrastructure and add existing legacy equipment
- Analyze comprehensive forensic power quality and sequence of event data in millisecond granularity
- Identify utility energy usage and demand billing discrepancies
- Reduce or eliminate power factor and demand penalties
- Monitor, benchmark and increase energy efficiency
- Allocate energy costs to departments or processes

### Hardware

<table>
<thead>
<tr>
<th></th>
<th>5710</th>
<th>5750</th>
<th>5790</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Equipment Monitored</td>
<td>32</td>
<td>64</td>
<td>128¹</td>
</tr>
<tr>
<td>Remote Clients Support</td>
<td>3</td>
<td>10</td>
<td>25¹</td>
</tr>
<tr>
<td>Monitoring &amp; Control</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Email Notification</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>BMS Communications</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>System Event Log</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Historical Trending</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Automated Reports</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Power Quality Meter Analytics</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Reference Library</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Redundant Storage</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

¹ Consult ASCO for engineered dashboards, additional equipment or clients.
Weight: 2200 lbs
### THREE PHASE WIRING FOR 1500-7000 SERIES AUTOMATIC DELAYED TRANSITION TRANSFER BYPASS-ISOLATION SWITCHES

#### TYPE 7ADTB RATED 1000-4000 AMPERES

<table>
<thead>
<tr>
<th>Feature</th>
<th>Setting</th>
<th>Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feature 1</td>
<td>Setting 1</td>
<td>Operation 1</td>
</tr>
<tr>
<td>Feature 2</td>
<td>Setting 2</td>
<td>Operation 2</td>
</tr>
<tr>
<td>Feature 3</td>
<td>Setting 3</td>
<td>Operation 3</td>
</tr>
</tbody>
</table>

**Operation Notes:**
- Notes 1
- Notes 2
- Notes 3

**Features:**
- Feature 1
- Feature 2
- Feature 3

**Specifications:**
- Specification 1
- Specification 2
- Specification 3

---

**Diagram:**
Diagram of the wiring and settings for the automatic delayed transition transfer bypass-isolation switches.
Total package weight: 17,250
Return to Agenda
DATE: 01/25/2021  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Motion to approve Resolution 2021-__007, authorizing the Mayor’s signature on the Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Block 2, Phase I, Sweetwater P.U.D. Townhouses).

AUTHORITY: ☐ ID Code ____________  ☐ IAR ____________  ☐ City Ordinance/Code Title 16

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City Council approved the Preliminary Plat for Sweetwater Communities, LLC (Block 2, Phase I, Sweetwater P.U.D. Townhouses), on June 8, 2020. The City Council will be hearing the Final Plat Application concurrently with the Security Agreement on January 25, 2021.

Pursuant Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one year from the date the security is provided.

Sweetwater Communities, LLC, has provided a Security Agreement, which is attached. The Resolution, which is also attached, reflects any decisions made and notes that all improvements, specifically landscaping, sidewalk improvements and other seasonally dependent improvements located on private property, shall be completed by October 2021. All improvements located within the public right-of-ways or on public property will be completed spring/summer of 2021.

Attachments include:
1. Resolution 2021-__007: Sweetwater Communities, LLC, Security Agreement
2. Security Agreement for Sweetwater Block 2, Phase I
   a. Exhibit A: Preliminary Plat Findings of Fact, Conclusions of Law and Decision (April 16, 2020) from Planning and Zoning Commission
   b. Exhibit B: Sweetwater P.U.D. Townhouses, Block 2, Phase I Final Plat
3. Site Improvement Performance Bond

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 #2013

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
___ _ City Attorney ___City Administrator ___ 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 2021-______, authorizing the Mayor’s signature on the Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Block 2, Phase I, Sweetwater P.U.D. Townhouses).

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: *Additional/Exceptional Originals to: ______________
Copies (all info.): ______________ Copies
Instrument # ______________________
CITY OF HAILEY
RESOLUTION NO. 2021-_007

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT RELATED TO
THE SWEETWATER COMMUNITIES, LLC, BLOCK 2, PHASE I, SWEETWATER
P.U.D. SUBDIVISION FINAL PLAT

WHEREAS, the City of Hailey has approved the Final Plat for Sweetwater Communities,
LLC (Block 2, Phase I, Sweetwater P. U. D. Townhouses), on January 25, 2021, and

WHEREAS, that approval included the associated improvements to the site: Roadways,
Water, Sewer, Landscaping and Engineering and Inspections, and

WHEREAS, this Resolution authorizes the Mayor’s signature on the attached documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HAILEY, IDAHO, that the City of Hailey approves the Security Agreement related to the
Final Plat for Sweetwater Communities, LLC, Block 2, Phase I, Sweetwater P. U. D. Subdivision.

Passed this ___ day of ____________, 2021

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
SECURITY AGREEMENT
RE: SWEETWATER TOWNHouses

This SECURITY AGREEMENT RE: SWEETWATER TOWNHouses is made and entered into as of January 1st, 2021 (the "Effective Date"), by and between Sweetwater Communities, LLC, a Utah limited liability company, whose mailing address is 10421 South Jordan Gateway #200, South Jordan, Utah 84095 ("Sweetwater"), and the City of Hailey, Idaho, a municipal corporation ("Hailey").

WHEREAS, on March 30, 2020, the Planning and Zoning Commission of Hailey considered a Preliminary Plat Application by Sweetwater, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Countryside Boulevard), to consist of 23 sublots (the "Property"). On April 16, 2020, the Planning and Zoning Commission of Hailey approved the Finding of Facts for the Preliminary Plat. On June 8, 2020, the City Council of Hailey approved the Finding of Fact for the Preliminary Plat. Findings of Fact for Design Review was approved for this project on December 2, 2019 (see Findings of Fact, Conclusions of Law, and Decision, dated December 16, 2019 (the "Decision"), attached hereto as Exhibit A);

WHEREAS, in conjunction with the Building Permit, Sweetwater has made application for final subdivision plat approval (final plat attached hereto as Exhibit "B") and recordation of the Property after receiving preliminary plat approval from Hailey thereof as set forth in the Decision and, as a condition thereof, Sweetwater is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §16.03.030.I, for the construction of improvements in accordance with the Decision (collectively, the "Improvements").

NOW, THEREFORE, Sweetwater and Hailey hereby covenant and agree as follows:

Sweetwater, simultaneously with the execution of this Agreement, deposits with Hailey:

A surety bond (the "Surety bond"), from Atlantic Specialty Insurance Company, whose mailing address is 605 Highway 169 North, Suite 800, Plymouth, MN 55441, in the principal total amount of SIX HUNDRED EIGHTY SIX THOUSAND AND FIVE HUNDRED SEVENTY THREE AND 60/100 DOLLARS ($686,573.60) as security for complete performance and construction of the Improvements upon the following terms and conditions:

1. Sweetwater shall complete construction of the Improvements on or before October 29, 2021, or the amount of the Surety bond will be due and payable to Hailey up to the full amount thereof and Hailey may draw upon the
Surety bond as Hailey in its reasonable discretion determines necessary to complete the Improvements or any portion thereof.

2. The Surety bond shall be made solely in the name of the City of Hailey, Idaho, and the Surety bond shall be held by Hailey in lieu of the owner of the Property filing or depositing a performance bond with Hailey.

3. In the event Sweetwater fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the Surety bond and apply the proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn upon from the Surety bond, they must be used for the construction of the Improvements or returned to Sweetwater.

4. In case of default by Sweetwater, if the total cost of construction of the Improvements is less than the amount of the Surety bond, Hailey agrees to return to Sweetwater the unused portion of the Surety bond funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Surety bond, Sweetwater agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.

5. In the event Sweetwater completes construction of the Improvements on or before the dates set forth in Paragraph Number 1 herein above, Hailey shall release the funds the Surety bond, including any and all interest accrued thereon, if any, to Sweetwater upon receiving written notice by the Hailey City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Sweetwater may apply for a partial release of funds from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate proportion of the amount held as security upon completion of a substantial portion of the Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient security for completion of all the Improvements in compliance with this Agreement.

6. This Agreement is not a guarantee that any of the Improvements will be constructed nor does not obligate Hailey in any way to complete any of said Improvements. This Agreement is not intended nor shall it be construed as a third-party beneficiary contract or creating any third-party beneficiary rights.

[signatures on following page]

SIGNATURE PAGE TO

SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

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IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

SWEETWATER COMMUNITIES, LLC
a Utah limited liability company

By: Kilgore Properties
    a Utah limited liability company
Its: Manager

By: [Signature]
    Jason Kilgore
    Manager

STATE OF UTAH   }
    } ss.
COUNTY OF SALT LAKE  }

On this 11th day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared Jason Kilgore, known or identified to me on the basis of satisfactory evidence, to be the manager of Kilgore Properties, LLC, a Utah limited liability company, the entity that executed the instrument on behalf of Sweetwater Communities, LLC, a Utah limited liability company.

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

NOTARY PUBLIC FOR UTAH

Residing at: SALT LAKE COUNTY

My commission expires: 4/2/2023

[Notary Seal]
SIGNATURE PAGE TO
SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

IN WITNESS WHEREOF, the parties hereto have signed this document the
day and year first written above.

THE CITY OF HAILEY, IDAHO

By: ______________________________
Martha Burke
Mayor

STATE OF IDAHO )
) ss.
COUNTY OF BLAINE )

On this ____ day of January, 2021, before me, a Notary Public, in
and for said County and State, personally appeared Martha Burke, known or
identified to me on the basis on satisfactory evidence, to be the duly
elected Mayor of the City of Hailey, Idaho, a municipal corporation, the
municipal corporation that executed the instrument or the person who
executed the instrument on behalf of said municipal corporation, and
acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at: ____________________

My commission expires: ___________
SIGNATURE PAGE TO

SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

IN WITNESS WHEREOF, the parties below have signed this document as an attestation on the day and year first written above.

ATTEST:

By: ____________________________
Mary Cone
City Clerk

STATE OF IDAHO 
) ss.
COUNTY OF BLAINE 
) ss.

On this ___ day of January, 2021, before me, a Notary Public, in and for said County and State, personally appeared Mary Cone, known or identified to me on the basis on satisfactory evidence, to be the City Clerk of the City of Hailey, Idaho, a municipal corporation.

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

NOTARY PUBLIC FOR UTAH

Residing at:____________________

My commission expires: _________
EXHIBIT A

Preliminary Plat Findings of Fact,
Conclusions of Law and Decision (Planning
and Zoning Commission)
FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On March 30, 2020, the Planning and Zoning Commission approved a Plat Application by Kilgore Properties, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision (located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho), where Phase 1 of Block 2 is subdivided into 14 sublots, consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. The total development comprises of 6.5 acres. This project is located with the Limited Business (LB) Zoning District. This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review was approved for this project on December 16, 2019.

The Planning and Zoning Commission enters these Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice:
Notice for the public hearing was published in the Idaho Mountain Express on February 26, 2020 and mailed to property owners and public agencies on February 26, 2020. This project was continued on record at the March 16, 2020 public hearing to March 30, 2020. The project was approved at the March 30, 2020 Public Hearing.

Background:
Consideration of a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. All driveways are oriented toward internal alleys (Heartland Way, Hopper way and Herder’s Way); all onsite parking is located below grade or within the proposed structures.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code. The project is located in the Limited Business (LB) Zone District.

Procedural History:
The Application was submitted on January 8, 2020 and certified complete on January 17, 2020. public hearing before the Planning and Zoning Commission was planned for March 16, 2020, in the meeting room of Hailey City Hall. This project was continued on record at the March 16, 2020 public hearing to March 30, 2020.

As noted, this property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

<table>
<thead>
<tr>
<th>Standards of Evaluation for a Subdivision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance</td>
</tr>
</tbody>
</table>

--197--
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>City Code</th>
<th>City Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>17.06.050</td>
<td>Complete Application</td>
</tr>
<tr>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td></td>
<td>Department Comments</td>
</tr>
</tbody>
</table>

**Engineer**: No comments at this time.

**Life/Safety**: No comments at this time.

**Water and Sewer**: The Water and Wastewater Divisions, and Applicant Team have been working to resolve and/or solidify design details prior to issuance of a Building Permit. The items noted below have either been resolved and/or made Conditions of Approval (the Applicant’s response to said issues are noted in bold and italics):

**Water Division**:
- The plans do not show where the meter vaults will be set or show that there will be meter vaults going in. It appears a fire system will be going into Building #18. No isolation valve on the water main has been shown. A second line is going into the same building. Is this a separate domestic line? Please clarify. **Water meter cans are now shown on water service lines, as well as Plan and Profile Sheets (Sheet C-300).** The 4” water service for the condominium building is noted as typical, with valve shown on service. All 2” water services for condominium buildings are noted as typical.

**Wastewater Division**:
- Are sewer services connected to the center of each unit? **Sewer laterals for townhouse units have been moved to the center of each unit.**
- There was no indication that the mainline going into the existing manhole SSMH 103 would need to be core drilled at a different angle than it currently exists. **A note has been added to remove existing sewer main stub (Sheet C-300). A new main to be installed at proposed angle.**
- Any and all meter vaults that are located in asphalt or concrete shall have metal collars on them for the meter vault lids. This has been made a Condition of Approval.

To ensure all items have been resolved, a final review and approval will be conducted prior to issuance of a Building Permit.

**Building**: No comments at this time.

**Streets**: The Streets Division and Applicant Team have been working to resolve and/or solidify design details prior to issuance of a Building Permit. The items noted below have either been resolved and/or made Conditions of Approval (the Applicant’s response to said issues are noted in bold and italics):

- Continental crosswalks shall be installed instead of 12” lines. **The crosswalk on Shenandoah Drive in Phase I has been changed and noted as a continental pattern (Sheet C-600).** Future crosswalk in Phase II on Shenandoah Drive and Maple Leaf Drive have also been updated to be continental pattern.
- The stop bar located on Countryside Boulevard in the east bound lane seems to be out of place. Please remedy. **This stop bar has been removed (Sheet C-600).**
- The Signage and Striping Plan doesn’t call out all of the signs along Shenandoah Drive. There need to be accessible parking signs adjacent
to the accessible on-street parking. **Accessible parking signage has been shown by accessible parking stall(s) (Sheet C-600).**

- Will there be no parking fire lane at the entrances into the project? **"No Parking – Fire Lane" Signage, noted as typical on entrances (Sheet C-600).**

- Crosswalk Signs shall be provided at the Shenandoah Drive and Maple Leaf crosswalks on Shenandoah Drive. **These signs have been added in our base files' signage will be installed with crosswalks in Phase II of constructions.**

- An R7-203a Sign pertaining to snow routes shall be installed. **"Snow Route – No Parking" signs have been shown on the Signage and Striping Plan (Sheet C-600).**

To ensure all items have been resolved, a final review and approval will be conducted prior to issuance of a Building Permit.

Landscaping/Parks: No comments at this time.

<table>
<thead>
<tr>
<th>16.04.010 Development Standards</th>
<th>Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>Please refer to the specific standards as noted herein.</td>
</tr>
</tbody>
</table>

### 16.04.020: Streets:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>16.04.020</td>
<td>Streets: Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.</td>
</tr>
<tr>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>A.</td>
<td>Development Standards: All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>B.</td>
<td>Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as no cul-de-sacs or dead-end streets or alleys are proposed.</td>
</tr>
<tr>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>C.</td>
<td>Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>D.</td>
<td>Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings,</td>
</tr>
</tbody>
</table>

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chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.

**Staff Comments**
The Commission has found this standard to be met.

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<table>
<thead>
<tr>
<th>E.</th>
<th>Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>N/A, as Shenandoah Drive and Maple Leaf Drive are existing. Windmill Way, a 26’-wide private alley, is proposed. No traffic calming measures are proposed at this time.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>F.</th>
<th>Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>G.</th>
<th>Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
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</table>

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<table>
<thead>
<tr>
<th>H.</th>
<th>Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>I.</th>
<th>Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm water Discharge from Construction Activity” for all construction activity affecting more than one acre.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
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</table>

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<table>
<thead>
<tr>
<th>J.</th>
<th>Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>K.</th>
<th>Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
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</tr>
<tr>
<td>L.</td>
<td>Private Streets:</td>
</tr>
<tr>
<td>☐ ☐ ☒ L. 1.</td>
<td>Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner’s association.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as Heartland Way, Hopper Way and Herder’s Way are private alleys and will be maintained by the homeowner’s association. The private alleys meet the minimum total width of 26'-wide and shall be constructed to meet City Standards.</td>
</tr>
<tr>
<td>☒ ☐ ☐ L. 2.</td>
<td>Private streets, wherever possible, shall provide interconnection with other public streets and private streets.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☒ ☐ ☐ L. 3.</td>
<td>The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☒ ☐ ☐ L. 4.</td>
<td>Private street names shall not end with the word “Road”, “Boulevard”, “Avenue”, “Drive” or “Street”. Private streets serving five (5) or fewer dwelling units shall not be named.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☒ ☐ ☐ L. 5.</td>
<td>Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>☒ ☐ ☐ L. 6.</td>
<td>Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10’x20’) if angle parking, or ten feet by twenty-four feet (10’x24’) if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>M.</td>
<td>Driveways:</td>
</tr>
<tr>
<td>☒ ☐ ☐ M. 1.</td>
<td>Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than</td>
</tr>
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one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.

**Staff Comments**  
The Commission has found this standard to be met.

**M. 2.** Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:
- a) Accessing one residential unit: twelve feet (12’)
- b) Accessing two residential units: sixteen feet (16’)
No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.

**Staff Comments**  
The Commission has found this standard to be met.

**M. 3.** Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.

**Staff Comments**  
N/A, as no driveways exceed 150’.

**M. 4.** Driveways accessing more than one residential dwelling unit shall be maintained by an owner’s association, or in accordance with a plat note.

**Staff Comments**  
The Commission has found this standard to be met.

**M. 5.** The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.

**Staff Comments**  
The Commission has found this standard to be met.

**M. 6.** No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.

**Staff Comments**  
The Commission has found this standard to be met.

**N.** Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.

**Staff Comments**  
The Commission has found this standard to be met.

**O.** Fire Lanes: Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.

**Staff Comments**  
The Commission has found this standard to be met.

### 16.04.030: Sidewalks and Drainage Improvements

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
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**A.** Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.

**Staff Comments**  
The Commission has found this standard to be met.

**B.** The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
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<tbody>
<tr>
<td>☒ ☐ ☐ C.</td>
<td>New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.</td>
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<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
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<tr>
<td>☒ ☐ ☐ D.</td>
<td>Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.</td>
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<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
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<tr>
<td>☐ ☐ ☒ E.</td>
<td>The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.</td>
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<td>Staff Comments</td>
<td>N/A</td>
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**16.04.040: Alleys and Easements**

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>City Code</td>
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<td>No</td>
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Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:

Staff Comments: The Commission has found this standard to be met.

B. 1. To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman’s access.

Staff Comments: N/A, as this site does not border the Big Wood River.

B. 2. To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

Staff Comments: The Commission has found this standard to be met.

B. 3. To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

Staff Comments: The Commission has found this standard to be met.

### 16.04.050: Blocks

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<td>Yes</td>
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<td>Staff Comments</td>
<td>N/A, as no blocks are proposed.</td>
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### 16.04.060: Lots

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<td>Yes</td>
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Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.

<table>
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<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
</tr>
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</table>

**A.** If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>N/A</th>
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</table>

**B.** Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>N/A, as no double frontage lots are proposed.</th>
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</table>

**C.** No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as “parcels” on the plat. Green Space shall be clearly designated as such on the plat.

<table>
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<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
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</table>

**D.** A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the “flagpole” projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The “flagpole” portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The “flagpole” shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>N/A, as no flag lots are proposed.</th>
</tr>
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**E.** All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.

<table>
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<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
</tr>
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</table>

**F.** In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.

| Staff Comments | N/A, as this project is not located within the Townsite Overlay (TO) Zone District. |

### 16.04.070: Orderly Development

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes No N/A</td>
<td>City Code City Standards and Staff Comments</td>
</tr>
</tbody>
</table>

| A. Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land. | Phasing Required: Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land. |
B. Agreement: Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.

Staff Comments: The Commission has found this standard to be met.

C. Mitigation of Negative Effects: No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:

a) Provision of on-site or off-site street or intersection improvements.

b) Provision of other off-site improvements.

c) Dedication and/or public improvements on property frontages.

d) Dedication or provision of parks or green space.

e) Provision of public service facilities.

f) Construction of flood control canals or devices.

g) Provisions for ongoing maintenance.

Staff Comments: N/A

D. When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.

2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks, and green space, public lands, or other destinations.

3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.

4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

5. Park land shall be most appropriately located on the Contiguous Parcels.

6. Grading and drainage shall be appropriate to the Contiguous Parcels.

7. Development shall avoid easements and hazardous or sensitive natural resource areas.

The commission and council may require that any or all contiguous parcels be included in the subdivision.

Staff Comments: N/A

16.04.080: Perimeter Walls, Gates and Berms

<table>
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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>N/A</td>
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</table>

The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.
Staff Comments: N/A, as no perimeter walls, gates or landscape berms are proposed. Retaining walls are proposed to be located at the western entrance to the townhomes and will be constructed of materials that have been utilized elsewhere within the Sweetwater Development. Said walls will be constructed out of the same block materials used in previous phases.

### 16.04.090: Cuts, Fills, Grading and Drainage

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>Yes</td>
<td>N/A as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.</td>
</tr>
<tr>
<td>No</td>
<td>N/A, as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.</td>
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</table>

#### A. Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.

Staff Comments: The Commission has found this standard to be met.

#### A. 1. A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.

Staff Comments: N/A as the City Engineer has not required a Soils Report from the Applicant. A Soils Report, prepared by Butler and Associates, was submitted in 2006, and is available for review, if so desired.

#### A. 2. A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:

- Proposed contours at a maximum of two (2) foot contour intervals;
- Cut and fill banks in pad elevations;
- Drainage patterns;
- Areas where trees and/or natural vegetation will be preserved;
- Location of all street and utility improvements including driveways to building envelopes; and
- Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.

Staff Comments: The Commission has found this standard to be met.

#### B. Design Standards: The proposed subdivision shall conform to the following design standards:

#### B. 1. Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

Staff Comments: The Commission has found this standard to be met.

#### B. 2. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.

Staff Comments: N/A

#### B. 3. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.
Where cuts, fills or other excavation are necessary, the following development standards shall apply:

- Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
- Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).
- Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.
- Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.
- Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.

The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm-water Discharge from Construction Activity” for all construction activity affecting more than one acre.

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>City Standards and Staff Comments</td>
</tr>
<tr>
<td>No</td>
<td>Flood Hazard Overlay District:</td>
</tr>
<tr>
<td>N/A</td>
<td>A. Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.</td>
</tr>
<tr>
<td></td>
<td>Staff Comments: The Commission has found this standard to be met.</td>
</tr>
<tr>
<td></td>
<td>A. 1. Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.</td>
</tr>
<tr>
<td></td>
<td>Staff Comments: The Commission has found this standard to be met.</td>
</tr>
<tr>
<td></td>
<td>A. 3. Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.</td>
</tr>
<tr>
<td></td>
<td>Staff Comments: N/A, as the proposed subdivision is not located adjacent to the Big Wood River or its tributaries.</td>
</tr>
<tr>
<td></td>
<td>B. Hillside Overlay District:</td>
</tr>
<tr>
<td></td>
<td>B. 1. Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.</td>
</tr>
<tr>
<td></td>
<td>Staff Comments: N/A, as the proposed subdivision is not located within the Hillside Overlay District.</td>
</tr>
</tbody>
</table>
B. 2. Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.

Staff Comments N/A, as the proposed subdivision is not located within the Hillside Overlay District.

B. 3. All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.

Staff Comments The Commission has found this standard to be met.

### 16.04.110: Parks, Pathways and Other Green Spaces

<table>
<thead>
<tr>
<th>Compliant</th>
<th>City Code</th>
<th>City Standards and Staff Comments</th>
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</thead>
<tbody>
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</table>

#### A. Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.

Staff Comments The Commission has found this standard to be met.

#### A. 1. 

A. 1. a. The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:

\[ P = x \times 0.0277 \]

"P" is the Parks contribution in acres

"x" is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.

Staff Comments The Commission has found this standard to be met.

A.1.b In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.

Staff Comments The Commission has found this standard to be met.

A. 2. Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.

Staff Comments The Commission has found this standard to be met.

B. Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:

a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or

b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any
manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),

- Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.

- Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.

<table>
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<tr>
<th>Staff Comments</th>
<th>N/A</th>
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</table>

- **C. Parks and Lands Board:** The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.

<table>
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<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
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</table>

- **D. Minimum Requirements:**

- **D. 1. Private Green Space:** Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.

<table>
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<tr>
<th>Staff Comments</th>
<th>N/A</th>
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- **D. 2. Neighborhood Park:** A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.

<table>
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<tr>
<th>Staff Comments</th>
<th>The Commission has found this standard to be met.</th>
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</table>

- **D. 3. Mini Park:** A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.

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<th>Staff Comments</th>
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- **D. 4. Park/Cultural Space:** A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.

<p>| Staff Comments | N/A |</p>
<table>
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<tr>
<th>Section</th>
<th>Staff Comments</th>
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<tbody>
<tr>
<td>D. 5.</td>
<td>Pathway: Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.</td>
</tr>
<tr>
<td>E.</td>
<td>Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
</tr>
<tr>
<td>E. 1.</td>
<td>Shall meet the minimum applicable requirements required by Subsection D of this section.</td>
</tr>
<tr>
<td>E. 2.</td>
<td>Shall provide safe and convenient access, including ADA standards.</td>
</tr>
<tr>
<td>E. 3.</td>
<td>Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.</td>
</tr>
<tr>
<td>E. 4.</td>
<td>Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.</td>
</tr>
<tr>
<td>E. 5.</td>
<td>Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.</td>
</tr>
<tr>
<td>E. 6.</td>
<td>Shall require low maintenance or provide for maintenance or maintenance endowment.</td>
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<tr>
<td>F.</td>
<td>Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
</tr>
<tr>
<td>F. 1.</td>
<td>Shall meet the minimum applicable requirements required by Subsection D of this section.</td>
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<tr>
<td>F. 2.</td>
<td>Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.</td>
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<tr>
<td>G.</td>
<td>Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
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<tr>
<td>G. 1.</td>
<td>Shall meet the minimum applicable requirements required by section 4.10.04 of this section.</td>
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<tr>
<td>G. 2.</td>
<td>Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).</td>
</tr>
<tr>
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<tr>
<td>G. 3.</td>
<td>The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.</td>
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<tr>
<td>G. 4.</td>
<td>The private ownership and maintenance of green space shall be adequately provided for by written agreement.</td>
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<tr>
<td>H.</td>
<td>In-Lieu Contributions:</td>
</tr>
<tr>
<td>H. 1.</td>
<td>After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.</td>
</tr>
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<tr>
<td>H. 2.</td>
<td>The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.</td>
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<tr>
<td>H. 3.</td>
<td>Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.</td>
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<tr>
<td>H. 4.</td>
<td>In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.</td>
</tr>
</tbody>
</table>
### 16.05: Improvements Required:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>No</td>
<td>N/A (Not Applicable)</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A (Not Applicable)</td>
</tr>
</tbody>
</table>

#### 16.05.010 Minimum Improvements Required:

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.010

Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

#### A.

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.010

- **Compliant**: Yes

- **No**: No

- **N/A**: N/A

- **Staff Comments**: The Commission has found this standard to be met. Lines Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

#### B.

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.010

- **Compliant**: Yes

- **No**: No

- **N/A**: N/A

- **Staff Comments**: The Commission has found this standard to be met. Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

#### C.

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.010

- **Compliant**: Yes

- **No**: No

- **N/A**: N/A

- **Staff Comments**: The Commission has found this standard to be met. Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.

### 16.05.020 Streets, Sidewalks, Lighting, Landscaping

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.020

- **Compliant**: Yes

- **No**: No

- **N/A**: N/A

- **Staff Comments**: The Commission has found this standard to be met. Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

#### A.

- **Staff Comments**: The Commission has found this standard to be met.

- **City Code**: 16.05.020

- **Compliant**: Yes

- **No**: No

- **N/A**: N/A

- **Staff Comments**: Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)
| **B. Signage:** Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City. |
| **C. Streetlights:** Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance. |

### 16.05.030: Sewer Connections

| **Sewer Connections:** The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments. |

### 16.05.040: Water Connections

| **A. Requirements:** The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments. |
| **B. Townsite Overlay:** Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. |

### 16.05.050: Drainage

| **Drainage:** The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015) |

| **Staff Comments** | The Commission has found this standard to be met. |
| **Staff Comments** | The Commission has found this standard to be met. |
| **Staff Comments** | The Commission has found this standard to be met. |
| **Staff Comments** | N/A, as this project is not within the Townsite Overlay (TO) District. |
| **Staff Comments** | The Commission has found this standard to be met. |
16.05.060: Utilities

☒ ☐ ☐ 16.05.060 Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.

Staff Comments The Commission has found this standard to be met.

16.05.070: Parks, Green Space

☒ ☐ ☐ 16.05.070 Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.

Staff Comments The Commission has found this standard to be met.

16.05.080: Installation to Specifications; Inspections

☒ ☐ ☐ 16.05.080 Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.

Staff Comments The Commission has found this standard to be met.

16.05.090: Completion; Inspections; Acceptance

☒ ☐ ☐ A. Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.

Staff Comments The Commission has found this standard to be met.

B. The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)

Staff Comments N/A. Completion of all major infrastructure by the Developer is preferred over bonding.

16.05.100: As Built Plans and Specifications

☒ ☐ ☐ 16.05.100 As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of “as-built plans and specifications” certified by the developer’s engineer shall be filed with the City engineer. (Ord. 1191, 2015)

Staff Comments The Commission has found this standard to be met.

16.08: Townhouses:

Compliant Standards and Staff Comments

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>City Code</th>
<th>City Standards and Staff Comments</th>
</tr>
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<tbody>
<tr>
<td>☒</td>
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<td>16.08.010</td>
<td>Plat Procedure: The developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or green spaces. Prior to final plat approval, the developer shall submit to the city a final copy of the party wall agreement.</td>
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</tbody>
</table>
agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td>16.08.020</td>
<td>Garages: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development. (Ord. 1191, 2015)</td>
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</table>

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td>16.08.030</td>
<td>Storage, Parking Areas: Residential townhouse developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015)</td>
</tr>
</tbody>
</table>

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
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</thead>
<tbody>
<tr>
<td>16.08.040</td>
<td>Construction Standards: All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit. (Ord. 1191, 2015)</td>
</tr>
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**Staff Comments**
The Commission has found this standard to be met.

<table>
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<tr>
<th>Section</th>
<th>Text</th>
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<tbody>
<tr>
<td>16.08.050</td>
<td>General Applicability: All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)</td>
</tr>
</tbody>
</table>

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.08.060</td>
<td>Expiration: Townhouse developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015)</td>
</tr>
</tbody>
</table>

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.08.070</td>
<td>Conversion: The conversion by subdivision of existing units into townhouses shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015)</td>
</tr>
</tbody>
</table>

**Staff Comments**
N/A

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.08.080</td>
<td>Density: The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other. (Ord. 1191, 2015)</td>
</tr>
</tbody>
</table>

**Staff Comments**
The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.11.010</td>
<td>Exceptions: Whenever the tract to be subdivided is, in the shape or size, or is surrounded by such development or unusual conditions that the strict application of the requirements contained herein would result in real difficulties and substantial...</td>
</tr>
</tbody>
</table>
hardships or injustices, the council may vary or modify such requirements by making findings for their decision so that the developer is allowed to develop his property in a reasonable manner, while ensuring that the public welfare and interests of the city and surrounding area are protected and the general intent and spirit of this title are preserved. As used in this section, the phrase “real difficulties and substantial hardships or injustices” shall apply only to situations where strict application of the requirements of this title will deny to the developer the reasonable and beneficial use of the property in question, and not in situations where the developer establishes only that exceptions will allow more financially feasible or profitable subdivision. (Ord. 1191, 2015).

17.06.060 Criteria.

A. The Commission or Hearing Examiner shall determine the following before approval is given:

1. The project does not jeopardize the health, safety or welfare of the public.
2. The project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Title, and City Standards.

B. Conditions. The Commission or Hearing Examiner may impose any condition deemed necessary. The Commission or Hearing Examiner may also condition approval of a project with subsequent review and/or approval by the Administrator or Planning Staff. Conditions which may be attached include, but are not limited to those which will:

1. Ensure compliance with applicable standards and guidelines.
2. Require conformity to approved plans and specifications.
3. Require security for compliance with the terms of the approval.
4. Minimize adverse impact on other development.
5. Control the sequence, timing and duration of development.
6. Assure that development and landscaping are maintained properly.
7. Require more restrictive standards than those generally found in the Zoning Title.

C. Security. The applicant may, in lieu of actual construction of any required or approved improvement, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering or design, materials and installation of the improvements not previously installed by the applicant, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided.
1. If any extension of the one-year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided.

2. In the event the improvements are not completely installed within one (1) year, or upon the expiration of any approved extension, the City may, but is not obligated, to apply the security to the completion of the improvements and complete construction of the improvements.

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following recommendations:

1. Adequate notice, pursuant to Title 16, Section 16.03.010, of the Hailey Subdivision Ordinance, was given for the public hearing.

2. Upon compliance with the conditions noted below, the Application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

The Preliminary Plat Application for Kilgore Properties, LLC, represented by Matt Watson, to be located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, meets the standards of approval set forth in the Hailey Municipal Code, and is recommended for approval by the Hailey Planning and Zoning Commission, subject to the following conditions, (a) through (j), and noted below:

a) All conditions of the Planned Unit Development approval shall be met.
b) All Fire Department and Building Department requirements shall be met.
c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
   i. Permits shall be obtained for installation of all drywells.
   ii. A Site Alteration Permit shall be obtained prior to any development occurring.
   iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020.
e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
h) Any application development fees shall be paid prior to recording the Final Plat.
i) The Applicant shall submit an Erosion Control Plan prior to Final Plat.
j) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work.

Signed this 16 day of April, 2020.

/\ Janet Fugate

Janet Fugate, Planning & Zoning Commission Chair

Attest:

Jessie Parker, Community Development Assistant
Exhibit B

Plat

- WOODSIDE SUBDIVISION #4, INSTRUMENT NO. 150392
- WOODSIDE SUBDIVISION #5, INSTRUMENT NO. 150393
- BALMORAL SUBDIVISION, INSTRUMENT NO. 439351
- SOUTH HAILEY TOWNHOUSE, INSTRUMENT NO. 206882
- LOTS 3B AND 4B, BALMORAL SUBDIVISION, INSTRUMENT NO. 457308

2. REFER TO THE MASTER DECLARATION OF CC&R'S FOR THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION RECORDED AS INSTRUMENT NO. 576318, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.

3. LOT OWNERS, THEIR TENANTS, AND GUESTS ARE ADVISED THAT THIS PROPERTY IS LOCATED NEAR THE FRIEDMAN MEMORIAL AIRPORT. PRESENT AND FUTURE IMPACTS MAY BE ANNOYING AND INTERFERE WITH THE UNRESTRICTED USE AND ENJOYMENT OF PROPERTY. THESE NOISE IMPACTS MAY CHANGE OVER TIME BY VIRTUE OF GREATER NUMBERS OF AIRCRAFT, LOUDER AIRCRAFT, SEASONAL VARIATIONS, AND TIME-OF-DAY VARIATIONS; THAT CHANGES TO AIRPORT, AIRCRAFT, AND AIR TRAFFIC CONTROL OPERATING PROCEDURES OR IN AIRPORT LAYOUT COULD RESULT IN INCREASED NOISE IMPACTS; AND THAT THE USER'S OWN PERSONAL PERCEPTIONS OF THE NOISE EXPOSURE COULD CHANGE AND THAT HIS OR HER SENSITIVITY TO AIRCRAFT NOISE COULD INCREASE.

4. THE TOWNHOUSE SUBDIVISION IS SUBJECT TO THE TOWNHOUSE DECLARATION, RECORDED AS INSTRUMENT NO. __________, RECORDS OF BLAINE COUNTY, IDAHO.

5. REFER TO THE SWEETWATER P.U.D. AGREEMENT RECORDED AS INSTRUMENT NO. 542953, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.

6. THE EXISTING PHYSICAL BOUNDARIES OF THE COMMON UNIT WALL AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE NOTES, CONDITIONS, COVENANTS, AND/OR RESTRICTIONS OF RECORDS OF BLAINE COUNTY, IDAHO. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE:

- WOODSIDE SUBDIVISION #4, INSTRUMENT NO. 150392
- WOODSIDE SUBDIVISION #5, INSTRUMENT NO. 150393
- BALMORAL SUBDIVISION, INSTRUMENT NO. 439351
- SOUTH HAILEY TOWNHOUSE, INSTRUMENT NO. 206882
- LOTS 3B AND 4B, BALMORAL SUBDIVISION, INSTRUMENT NO. 457308

7. A MUTUAL RECIPROCAL EASEMENT FOR SIDEWALKS AND UTILITIES IS GRANTED WITHIN SUBLOTS 17A - 21D TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS.

8. THE PROPERTY SHOWN HEREON IS AFFECTED BY ADDITIONAL EXCEPTIONS AS PROVIDED IN A TITLE REPORT BY AMERITITLE WITH THE COMMITMENT DATE OF 10/05/06 @ 8:00AM AND ORDER NO. 56933:

   - E. PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR A FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH, AND ACROSS THE AIRSPACE ABOVE THE ELEVATION 6,115 FEET MEAN SEA LEVEL DATUM, EXECUTED BY SAWTOOTH TITLE COMPANY, INC., AN IDAHO CORPORATION, TRUSTEE, TO CITY OF HAILEY, BLAINE COUNTY, IDAHO, RECORDED JULY 17, 1973, AS INSTRUMENT NO. 150169.

9. THE 100-YR FLOODPLAIN AREA DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. GALENA ENGINEERING, INC. NEITHER REPRESENTS, GUARANTEES, WARRANTS, NOR IMPLIES THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM FLOOD OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR CITY OF HAILEY, BLAINE COUNTY, IDAHO, COMMUNITY NUMBER 16013C, PANEL NO'S 0668 E AND 0856 E, DATED NOVEMBER 26, 2010, LETTER OF MAP REVISION (LOMR) CASE NO. 13-10-0028A, DATED JULY 5, 2012, AND LETTER OF MAP AMENDMENT (LOMA) CASE 13-10-0028A, DATED DECEMBER 28, 2012. VERTICAL DATUM IS NAVD88. FLOOD ZONES ARE SUBJECT TO CHANGE BY FLOODS OR FLOODWAY OR FLOODPLAIN IS REGULATED BY THE FLOOD HAZARD OVERLAY DISTRICT (FH) AS DEFINED BY TITLE 17, CHAPTER 17.04, ARTICLE J, HAILEY CITY CODE.

10. ZONING IS LIMITED BUSINESS (LB).

11. SNOW STORAGE EASEMENTS WITHIN SUBLOTS 17A THRU 21D TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS ARE GRANTED AS SHOWN HEREON.

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HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reprinted by a sanitary engineer, as required by Idaho Code Title 50, Ch. 13, Sec. 50-1328, by issuance of a Certificate of Disapproval.

Date:__________

South Central District Health Dept., EHS

---

PRELIMINARY

SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'
<table>
<thead>
<tr>
<th>CURVE TABLE</th>
<th>CURVE</th>
<th>DELTA</th>
<th>RADIUS</th>
<th>LENGTH</th>
<th>TANGENT</th>
<th>CHORDED</th>
<th>BEARING</th>
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</thead>
<tbody>
<tr>
<td>C14</td>
<td>13°15'02&quot;</td>
<td>79.12</td>
<td>18.30'</td>
<td>18.28'</td>
<td>18.25'</td>
<td>S 41°38'56&quot; E</td>
<td></td>
</tr>
<tr>
<td>C15</td>
<td>13°15'02&quot;</td>
<td>71.12</td>
<td>18.45'</td>
<td>8.26'</td>
<td>16.31'</td>
<td>N 41°36'56&quot; W</td>
<td></td>
</tr>
<tr>
<td>C16</td>
<td>13°15'02&quot;</td>
<td>71.11</td>
<td>16.45'</td>
<td>8.22'</td>
<td>16.41'</td>
<td>N 41°36'56&quot; W</td>
<td></td>
</tr>
<tr>
<td>C17</td>
<td>13°15'02&quot;</td>
<td>71.11</td>
<td>18.30'</td>
<td>18.28'</td>
<td>18.25'</td>
<td>S 41°38'56&quot; E</td>
<td></td>
</tr>
<tr>
<td>C18</td>
<td>56°13'30&quot;</td>
<td>330.20</td>
<td>318.67</td>
<td>172.51</td>
<td>305.90</td>
<td>S 07°23'37&quot; E</td>
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<tr>
<td>C19</td>
<td>12°50'15&quot;</td>
<td>350.20</td>
<td>76.42</td>
<td>39.37'</td>
<td>78.28'</td>
<td>S 07°23'14&quot; E</td>
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</tr>
<tr>
<td>C20</td>
<td>18°01'15&quot;</td>
<td>675.20</td>
<td>212.36</td>
<td>107.07</td>
<td>211.49</td>
<td>S 12°22'37&quot; W</td>
<td></td>
</tr>
<tr>
<td>C21</td>
<td>48°08'20&quot;</td>
<td>20.00</td>
<td>31.41</td>
<td>20.80'</td>
<td>28.28'</td>
<td>N 10°09'22&quot; E</td>
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<tr>
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<td>47°10'39&quot;</td>
<td>320.20</td>
<td>271.59</td>
<td>142.71</td>
<td>253.62</td>
<td>S 11°18'24&quot; E</td>
<td></td>
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<tr>
<td>C23</td>
<td>8°19'32&quot;</td>
<td>320.20</td>
<td>47.00</td>
<td>20.94'</td>
<td>46.86'</td>
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<tr>
<td>C24</td>
<td>66°42'42&quot;</td>
<td>20.00</td>
<td>26.17</td>
<td>16.99'</td>
<td>35.80'</td>
<td>N 26°11'42&quot; W</td>
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<tr>
<td>C25</td>
<td>11°43'34&quot;</td>
<td>390.20</td>
<td>76.21</td>
<td>39.24'</td>
<td>78.07'</td>
<td>S 40°34'34&quot; E</td>
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<tr>
<td>C26</td>
<td>8°49'36&quot;</td>
<td>14.00</td>
<td>21.49</td>
<td>13.01'</td>
<td>19.64'</td>
<td>S 81°00'23&quot; E</td>
<td></td>
</tr>
</tbody>
</table>
CHANGE RIDER

To be attached to and form a part of Site Improvement Bond
Bond No. 800076498 issued by ATLANTIC SPECIALTY INSURANCE COMPANY, 605 Highway 169 North, Suite 600, Plymouth, Minnesota, USA 55441 as Surety on behalf of Sweetwater Communities, LLC

Principal in favor of City of Hailey

reference to Sweetwater Block 2, Phase 1 Subdivision effective the 18th of December, 2020.

It is hereby understood and agreed that the following item is amended:

The bond amount is increased to ($686,573.60) per revised "Exhibit A" attached.

Signed, sealed and dated this 6th day of January, 2021

Sweetwater Communities, LLC
Principal

BY: Mike Brodshew
Name: Michael O. Brodshew
Title: Manager

Atlantic Specialty Insurance Company

BY: J. Michele Burraaston
Attorney-In-Fact, J. Michele Burraaston

Witness
Matthew B. Watson

Witness

Rev. 7/28/20
## Exhibit A to November 2020 Sweetwater Block 2 phase 1 Security Agreement

An Opinion of Probable Construction Cost for Sweetwater Block 2 Phase 1 Subdivision

<table>
<thead>
<tr>
<th>Category A: Roadways</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Item Cost</th>
<th>Category Cost</th>
<th>% Complete</th>
<th>Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWPPP set up &amp; maintenance</td>
<td>ea</td>
<td>1</td>
<td>$4,375.00</td>
<td>$4,375.00</td>
<td></td>
<td>0%</td>
<td>$4,375.00</td>
</tr>
<tr>
<td>Site Grading</td>
<td>cy</td>
<td></td>
<td>$19.93</td>
<td>$27.824</td>
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<td>95%</td>
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<tr>
<td>2.5' High-back Curb and Gutter w/ Prep and Backfill</td>
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<td>293</td>
<td>$35.00</td>
<td>$10,255.00</td>
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<td>0%</td>
<td>$13,755.00</td>
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<tr>
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<td>$33,719.00</td>
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<tr>
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<td>sf</td>
<td>8735</td>
<td>$2.50</td>
<td>$21,837.50</td>
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<td>0%</td>
<td>$21,837.50</td>
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<tr>
<td>4&quot; Leveling Course Gravel 3/4&quot; Road Base</td>
<td>sf</td>
<td>8735</td>
<td>$6.00</td>
<td>$52,410.00</td>
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<tr>
<td>6&quot; subbase w/2&quot; Base</td>
<td>sf</td>
<td>8735</td>
<td>$1.35</td>
<td>$11,792.25</td>
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<td>$1,500.00</td>
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<td>0%</td>
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<td>Street sign</td>
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<tr>
<td>Private Drive Gutter</td>
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<tr>
<td>Connect to existing Corrugated Metal Pipe</td>
<td>ea</td>
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<td>$750.00</td>
<td>$750.00</td>
<td></td>
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<tr>
<td>48''x72'' Corrugated Metal Pipe</td>
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<tr>
<td>12&quot; RCP Storm Drain w/ Bedding &amp; Trench Backfill</td>
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</table>

$238,759.17

| Category B: Water, Sewer, and Landscaping |

<table>
<thead>
<tr>
<th>Potable Water:</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Item Cost</th>
<th>Category Cost</th>
<th>% Complete</th>
<th>Remaining</th>
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</thead>
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<td>$500.00</td>
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<td></td>
<td>0%</td>
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<tr>
<td>8&quot; Culinary Water Line w/Fittings, Bedding, &amp; Back</td>
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<td>503</td>
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<tr>
<td>Fire Hydrant &amp; Valve w/Collar</td>
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<td>Connect to existing sewer man</td>
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$217,779.10

| Category C: Construction Surveying, Engineering, and Inspections |

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$27,570.77

Grand Total $484,109.04 $457,715.74
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Chris Lund, Terry H. Buckner, Julie B. Martindale, Rayne Harris, J. Michele Burraston, Randy Emsry, Michael H. Gale, Blake Nilsson, C. Brett Nilsson, Aubrey Pixton, Andrew Rendon, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Breinh, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of January 2021

This Power of Attorney expires January 31, 2025

Please direct bond verifications to surety@intactinsurance.com
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021     DEPARTMENT: Admin     DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021-008, authorizing a contract for services with the Chamber for visitor services and events promotion during FY 2020-2021, in amounts of $67,500 for the Chamber and $2,500 for Hailey Ice.

AUTHORITY:

☐ ID Code________________  ☐ IAR________________  ☐ City Ordinance/Code________________

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The amounts within the proposed contract were approved by the Hailey City Council in the FY2020-2021 budget, and the contract is in substantially the same form as it has been in previous years.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

City Attorney   Finance   Licensing   Administrator
Library        Community Development   P&Z Commission   Building
Police           Fire Department   Engineer   WWW
Streets         Parks            Public Works   Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-008, authorizing a contract for services with the Chamber for visitor services and events promotion during FY 2020-2021, in an amounts of $67,500 for the Chamber and $2,500 for Hailey Ice.

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk ______________________________

FOLLOW-UP:
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE
CHAMBER FOR VISITORS SERVICES AND EVENTS PROMOTION

WHEREAS, the City of Hailey desires to enter into an agreement with the Chamber of Hailey and the Wood River Valley (The Chamber) under which The Chamber will perform visitor services and economic development activity utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and The Chamber have agreed to the terms and conditions of the Contract for Services, 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 Contract for Services between the City of Hailey and The Chamber and that the Mayor is authorized to execute the attached Agreement,

Passed this 25th day of January, 2021, with an effective date of October 1, 2020.

City of Hailey

_____________________________
Martha Burke, Mayor

ATTEST:

_____________________________
Mary Cone, City Clerk
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 January, 2021, 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 a 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. The Chamber has a focused mission which measurably and substantially promotes and enhances visits of tourists to Hailey for activities generated from its marketing and promotion of programs and events. Hailey Ice, Inc has been identified as an entity whose activities coincide with the mission of the Chamber.

I. 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.

J. 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

K. 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 $67,500 plus a $2,500 allocation for Hailey Ice. Subject to the terms and conditions set forth herein, monthly installments shall be made on or before November 25, 2020, and continuing on the 25th day of each month thereafter until October 25, 2021.

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, 2020, until September 30, 2021.

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

   A. 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 and Hailey businesses in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to market, promote and advertise special events in Hailey, including but not limited to the following core events: 4th of July/Independence Day Events, Hailey Art & Ice Sculpture Festival, Fiddler’s of Idaho State Championship, Hailey Hispanic Heritage Fest, Trailing of the Sheep, Wood River Studio Tour, Halloween Hoopla, Turkey Trot and a Hailey Holiday/Tree Lighting. Other possible events include Arborfest, Sheeptown Drags, 5-B Father’s Day Bash and Wood River Valley Harvestfest. The Chamber and City shall conduct fundraising with the intent to raise funds in the amount of $15,000 per year 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 in other organizations in Blaine County to avoid scheduling conflicts.

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. Plan, coordinate and implement an annual 4th of July Parade.

ix. Conduct an annual fund raising campaign for the 4th of July fireworks display and coordinate this with the City of Hailey.

Reporting items:

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.
ix. Detailed financial report of fireworks fund raising.

B. Visitor Services. The Chamber shall staff and operate the City of Hailey Welcome Center and provide visitor services. The Welcome Center shall be staffed with persons knowledgeable about events, attractions and business services available in Hailey and the Wood River Valley. The Chamber shall provide visitor information such as the Chamber Membership Directory and Community Guide, maps and brochures as well as providing electronic and verbal information to the visitor. The Welcome Center is designed to promote the Hailey area as a destination for visitors.

The Chamber shall use LOT funds to leverage other public and private funds for the purpose of marketing Hailey as a visitor destination. The Chamber shall coordinate its activities with other visitor promotional entities. Under a lease with Hailey, the Chamber shall occupy space at the Welcome Center. 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.

Action Items:

i. Staff the Welcome Center a minimum of 35 hours per week.
ii. Provide Hailey City Hall hours of operation schedules.
iii. Provide access to information through the Welcome Center, print and electronic means.
iv. Provide referrals to Hailey businesses.
v. Apply to the Idaho Travel Council for funds to market Hailey and Hailey events.
vi. Promote and advertise special rates and discounts offered to visitors.
vii. Promote Hailey Ice, Inc by direct pass through of $10,000 or in-kind services requested of the Chamber by Hailey Ice, Inc.
viii. 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. Hailey Ice will report programs and visitors, number of events and zip codes of participants and spectators directly to the City of Hailey.
v. Track location and distribution volume of brochure distribution points.
vi. Track number of web visitors.

C. **Town Improvement.** The Chamber shall cooperate with the City of Hailey in planning, promoting and implementing improvements to the City and the business district. Improvements may include but not be limited to: beautification, signage, development of a town square and development of visitor attractions and amenities.

Action Items:

i. Support flower basket placement at businesses and along the light posts on Hailey’s Main Street.
ii. Coordinate holiday tree lighting, ensuring that designated town tree is decorated with lights and tree lighting event is scheduled to enhance Hailey business activity.
iii. Participate in efforts by the City to locate and develop a Hailey Town Square.
iv. Participate in efforts to improve Main Street and the business district.

Reporting Items:

i. Report number of businesses participating in flower program with storefront, window and doorway flowers.
ii. Report number of attendees at holiday tree lighting event.

D. **Business Development.** The Chamber shall promote entrepreneurship and business development within the City of Hailey, actively publicizing available business resources such as workshops, financial resources, business planning and marketing. The Chamber will coordinate with local, state and federal resources in providing this service.

Action Items:

i. Develop workshops and seminars designed to support local businesses.
ii. Coordinate with the Small Business Administration and Small Business Development Center to assist local business in accessing services.
iii. Promote Small Business Saturday and Small Business Week in the City.
iv. Develop Hailey retail and restaurant committees to encourage cooperation among these businesses.
v. Assist businesses with ribbon cuttings and grand openings

Reporting Items:

i. Number of workshops and seminars held.
ii. Number of referrals made to SBA and SBDC.
iii. Number of ribbon cuttings and grand openings
4. **Budget, Annual Work Plan, Reports and Availability of Records.**

   A. **Budget.** The Chamber’s final operating budget for the fiscal year 2020/2021, showing income, expenses and particular fund balances is attached as Exhibit “A.”

   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, the Chamber shall present its annual final performance report to the Hailey City Council during a 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, d) a listing of the vendors providing services and/or materials, e) the amount of each LOT expenditure during the term of this Agreement with the expenditures allocated to events and approved budget line items, and f) the number of hours for employees devoted to special event administration and visitor center staffing along with the hourly wages and benefits for the employee, beginning on November 15, 2019, and continuing on the fifteenth business day of every month thereafter until October 15, 2020. 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 $67,500 + $2,500 for Hailey Ice.

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. The Chamber shall not be held responsible for funds allocated to Hailey Ice.


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
115 Main Street So.
Hailey, Idaho 83333

Hailey Chamber of Commerce
P.O. Box 100
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

_______________________   _______________________________________
Martha Burke, Mayor                 Todd Hunter, President

HAILEY CHAMBER OF COMMERCE

ATTEST:

___________________
Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021    DEPARTMENT: Admin    DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2021-009, authorizing a Lease Agreement with the Chamber for use of the Welcome Center for visitor services ACTION ITEM

AUTHORITY: □ ID Code _______  □ IAR ___________  □ City Ordinance/Code ________

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The proposed language in the lease is the same as previous years.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-009, authorizing lease agreement with the Chamber of Hailey and the Wood River Valley for use of the Welcome Center for $1 per year to provide visitor services.

ACTION OF THE CITY COUNCIL:

Date ___________________________   City Clerk ______________________________

FOLLOW-UP: --238--
CITY OF HAILEY
RESOLUTION NO. 2021-009

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE WITH HAILEY CHAMBER OF
COMMERCE

WHEREAS, the City of Hailey desires to enter into a lease agreement with the Hailey
Chamber of Commerce (Chamber) under which Chamber will occupy the Welcome Center
Building owned by the City of Hailey.

WHEREAS, the City of Hailey and Chamber have agreed to the terms and conditions of
the Lease, 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 Lease between the City of Hailey and
Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 25th day of January, 2021, with an effective date of October 1, 2020.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
LEASE
(Hailey Chamber of Commerce)

This Lease is made this ___ day of January, 2021, by and between CITY OF HAILEY, a municipal corporation (“Lessor”) and THE CHAMBER OF HAILEY AND WOOD RIVER VALLEY, an Idaho non-profit corporation (“Lessee”).

RECITALS

A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Martha Burke 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. Todd Hunter 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, 2020 (“Commencement Date”) and expire, unless sooner terminated, at midnight on September 31, 2021 (“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 50% 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 communication services such as cable utility and wireless services. 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) **Workman’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 One-Hundred Fifty Dollars and No Cents ($150.00), which is approximately 50% 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 Wertheimer Park Sign.** Lessee shall, at its sole cost and expense, maintain current and accurate event information upon the Wertheimer 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 Wertheimer 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, 4) events of community interest to occur within the facilities of the Blaine County School District, and 5) events that directly advance the commercial, financial, tourism, industrial, civic and social interest of any Hailey-owned businesses or non-profits within the Wood River Valley that don not directly compete with any of the uses listed in 1-4.
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 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 willful 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, Lessee 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 January, 2021.

LESSOR:  
CITY OF HAILEY, an Idaho municipal corporation

ATTEST:
By: ___________________________  By: ___________________________
Mary Cone, City Clerk               Martha Burke, Mayor

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

By: ___________________________
Todd Hunter, its President
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021  DEPARTMENT: Clerk's Office  DEPT. HEAD SIGNATURE  M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on November 23, 2020 and to suspend reading of them.

AUTHORITY: □ ID Code 74-205  □ IAR ___________  □ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____________  YTD Line Item Balance $__________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☑ 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:

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The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:31:15 PM call to order by Mayor Burke. It will be a two-part meeting, first regular business and then at 7 pm a discussion on stage 2 health order, how City might put that into action, will take public comments at 7 pm.

OPEN SESSION:

5:32:57 PM  Mayor Burke asked to hold Covid related comments until later in the meeting.

5:33:54 PM  Luis Alberto Alconda speaks, he lives at Atelier Condo in Sun Valley. Talks about neighbor safe communities act, immigrants avoiding medical treatment for fear of being deported. Safe communities act of Hailey Idaho wants all cities and county to adopt this as an ordinance. Council has chance to be a leader in the community.

CONSENT AGENDA:

CA 483  Motion to approve Pay Estimate #1 in the amount of $31,031.56, for work completed on the Sunbeam subdivision water main improvements. ACTION ITEM

CA 484  Motion to approve Findings of Fact, Conclusions of Law and Decision for Final Plat Application for Quigley Farms Phase 1 Blocks 2, 3 and 4 by Quigley Farm & Conservation Community, LLC within General Residential (GR), and Flood Hazard Zoning Districts. ACTION ITEM

CA 485  Motion to approve minutes of November 9, 2020 and to suspend reading of them ACTION ITEM

CA 486  Motion to approve claims for expenses incurred during the month of October, 2020, and claims for expenses due by contract in November 2020 ACTION ITEM

CA 487  Motion to approve unaudited Treasurer’s report for the month of October 2020 ACTION ITEM

5:38:26 PM  Martinez moved to approve all consent agenda items, seconded by Thea, motion passed with roll call vote. Husbands, yes. Martinez, yes. Linnet, yes. Thea, yes.

MAYOR’S REMARKS:

5:39:07 PM  Mayor Burke, when we get to the Covid discussions, she hopes that individuals that appear in chambers in person, will wear a mask, and social distance.

PUBLIC HEARINGS:

PH 488  Consideration of a Final Plat for InnTrusted Subdivision, by Hailey FF, LLC, for a commercial building and residential units, to be located at 711 North Main Street (Lot 1A, Block 1, Sutton

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Subdivision). The parcel is to be resubdivided into one (1) commercial unit (Fairfield Inn and Suites Marriott) and five (5) condominium units. This project is located in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. ACTION ITEM

5:41:23 PM Horowitz presenting the Marriott, showing pictures of items that have been installed. Nothing unusual with this plat.

5:42:11 PM Chris Reed, licensed land surveyor, nothing to add, excited to get this completed.

Public hearing: no comments.

5:43:06 PM Thea likes the sidewalk look in front of the condominiums, looks great. Ready to approve.

5:44:12 PM Thea moves to approve final plat for InnTrusted by Hailey FF, LLC., seconded by Martinez, Motion passed with roll call vote, Husbands, yes. Thea, yes. Martinez, yes. Linnet, yes.

PH 489 Consideration of amendments to ordinances related to amending the Blaine County/Hailey Area of City Impact pursuant to Idaho Code Section 67-6526 ACTION ITEM

1) Ord. No. ____, an Ordinance identifying a map that defines and establishes geographic boundaries modifying the existing Blaine County/Hailey Area of City Impact as adopted by Hailey Ordinance 649 (adopted November 14, 1994), amended by Ordinance 731 (adopted June 23rd, 1999) and amended by Resolution 2020-24. The geographic boundaries take into account trade areas, geographic factors, and areas that can reasonably be expected to annex into the City in the future. Changes to the above maps have resulted from the Blaine County ACI public hearing and deliberation process ACTION ITEM

2) Ordinance No. ____, an Ordinance providing for plans and ordinances for the Area of City Impact. ACTION ITEM

3) A Memorandum of Understanding providing for additional comment for certain lands outside of the Area of City Impact. ACTION ITEM

5:45:20 PM Horowitz opens this open, there are 3 separate items, some concepts are overlapping, 3 motions. Agenda Item Summary, covers the last ACI meeting at the county. Discussing the area between Bellevue and Hailey. On the East side between the 2 cities, an active sports complex, minimum of 27 acres. Hope that Blaine County, Hailey and Bellevue can work together on this asset. 5:48:11 PM With exception of 17 acres for airport long term use.

Lands outside of both cities’ areas, unlikely that either would annex those parcels, out Democrat Gulch, prior was in Hailey’s ACI, unlikely that it would be annexed within the next 10 years. Suggest that this property was put in this area.

5:50:08 PM Mayor Burke, hopefully Bellevue’s council is looking at this tonight also.
5:50:43 PM Thea, how did various partners receive this? Council and Mayor Burns support this on East side. Property owners have yet to negotiate with Bellevue City.

Public hearing:

5:52:12 PM no comments

Council Deliberation:

5:52:25 PM Thea, loves the idea of sports fields on East side. Hope that some would stay open space. We are always looking for more sports fields. In agreement of no development on West side. Not sure what would be allowed. Burke, that is the FAA’s call on what is allowed.

5:54:18 PM Martinez, likes ballparks and potential for tournaments. Taking a look at wildlife over overpasses, potential for ACI here. Good spot for messaging, meetings, road conditions.

5:55:36 PM Husbands, agrees would like to see it all open, corridor for wildlife. Recreation is great. Will see what FAA comes up with on East side.

5:56:28 PM Linnet, reasonable compromise, glad you and Bellevue Mayor were able to come to a compromise. Mayor, sports fields would be good for the economy.

5:57:46 PM Motion on pg 95,

5:59:36 PM Mayor Burke conducts 1st Reading of Ordinance No. 1271, by title only.

Part 2 ACI

6:00:09 PM Horowitz, this is the 2nd Ordinance required for Idaho Statute, and is for the agreement with Blaine County. When we started this process, Bellevue was uncomfortable with the “clause” regarding not annexing outside of their ACI, and now their Mayor feels comfortable with that clause. They are now considering that tonight in Bellevue.

Public Hearing:

6:01:39 PM no comments.

Council Deliberation:

6:01:56 PM Thea don’t need further discussion.
6:02:08 PM Thea moves to adopt Ordinance No. 1272 for the agreement with Blaine County, seconded by Martinez. Motion passed with roll call vote, Husband, yes. Thea, yes. Martinez, yes. Linnet, yes.

6:02:51 PM Mayor Burke conducts 1st Reading of Ordinance No. 1272, by title only.

Part 3:

6:03:45 PM Horowitz explains the MOU for areas outside the ACI

6:04:31 PM Thea asks clarification. Horowitz, ACI defines likely annexed property within 10 years, this defines property not to be annexed.

Public hearing:

6:05:17 PM no comments

6:05:31 PM Martinez moves to approve the Blaine County MOU for areas outside our ACI with Resolution 2020-132, seconded by Thea. Motion passed with roll call vote, Husbands, yes. Linnet, yes. Thea, yes. Martinez, yes.

**PH 490 Proposed Ordinance No. _____, Amendments to Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust processes and/or programs to provide financial relief to rate-payers in need. ACTION ITEM**

6:06:36 PM Dawson introduces this ordinance presented in September. This spells out 6:07:20 PM Wastewater rates are averaged from Nov-Mar, for new users set at 6,000. Changing this to 4,000 gallons. It also, allows for being able to reset the wastewater rate earlier, after the 2nd consecutive water use to set the wastewater rate.

6:08:39 PM Collecting deposits on shut-off for delinquent payers. Propose to eliminate this deposit, by crediting to the account where they belong. Also, have same type of deposit by tenants for landlords. Will discontinue collecting deposits in the future. 6:10:03 PM Getting credits during winter leaks, new language, underlined language is new language, stricken language is being removed. Time might be of essence, to return to people for the holidays.

6:11:11 PM Mayor Burke thanks staff for doing this, and hopefully help them.

Public comments:

No comments.

Council deliberation:
Martinez, this is very thoughtful, echoing Mayor’s statement, helping out our citizens. This looks like there is good action, to people who might need this money for the holidays.

Husbands, tenant deposits, will keep deposits but won’t collect any more. Dawson, confirmed yes that is correct.

Linnet, good work Heather. Thea, yes, agree.

Martinez moves to approve Ordinance No. 1273, seconded by Linnet. Motion passed with roll call vote. Martinez, yes. Husbands, yes. Thea, yes. Linnet, yes.

Mayor Burke conducts 1st Reading of Ordinance No. 1273, by title only.

Next item to discuss is New business item: energy update from Rebecca Bundy.

NEW BUSINESS:

NB 492  Hailey Facilities Energy Audit Report ACTION ITEM

Dawson, take your time with this item, we have Covid discussion at 7 pm.

Bundy shares her presentation, Government Leading by Example Program, Fire department, application in Jan. 2020, audits performed in June 2020, audit reports Oct. 2020. The summary of the audit results, summarizes which things would give payback. Idaho Power has retrofit lighting program to help pay for led light retrofits.

Funding sources OEMR grants up to 50% max. of $7,500 for each project. Idaho Power has great incentives, pays for each light fixture, install controllers to program settings, engine block heater incentives, major renovations incentives, fire dept and police dept. Right now, police dept. won’t be eligible for funding by OEMR because of this.

Next Steps, decide on which projects, issue RFP’s, apply for incentives. Apply for matching funds from OEMR, then implement upgrades and track energy savings.

Thea, question about police dept. Bundy, Idaho Power has audits, that are free, another level for new construction. Bundy, area for greatest savings is at WW treatment plant, for Univ. of Idaho students to come out and do an industrial energy audit. Thea, this is an important next step. Seems like we would want to go to the next level for the Wastewater treatment plant. There are low hanging fruit, this is a good, first step and an important one. Will let us know where and how to make the decisions.

Bundy, there is some low hanging fruit, replace lights, install controllers. But we need to cost them out to see if we have money to pay for them.
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6:31:34 PM Linnet, sounds like a great program, in support of this. Bundy, will come back with RFP’s.

6:32:01 PM Martinez, great that college students would do this project, would like to have the WATER club shadow this college team of students.

6:33:13 PM Simms suggests Old Business items.

6:33:29 PM Mayor Burke asks for 3rd Reading of Ord. no. 1268.

OLD BUSINESS:

OB 493 3rd Reading of Ordinance No.1268, amending the Zoning and Subdivision Fees, to establish new fees and increase some fees more than 5% ACTION ITEM

6:34:33 PM Linnet moves to approve Ordinance No. 1268 conduct reading and authorize the Mayor to sign, seconded by Martinez, Thea, yes. Husbands, yes. Linnet, yes. Simms adds, read by title only.

6:35:48 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1268, by title only.

OB 494 3rd Reading of Ordinance No.1269, amending Table 1-A: City of Hailey Building Permit and Plan Check Fees, to establish new fees and increase some fees more than 5% ACTION ITEM

6:38:18 PM Thea moves to adopt 3rd reading of Ordinance No. 1269 by title only and authorize the Mayor to sign, seconded by Linnet, motion passed with roll call vote. Linnet, yes. Thea, yes. Martinez, yes. Husbands, yes.

6:39:15 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1269, by title only.

OB 495 2nd Reading Ordinance No. 1270, Amending Hailey Municipal Code Title 15, Section 15.08.010 to adopt the 2018 International Building Code (IBC), the 2018 International Residential Code (IRC), the 2018 International Energy Conservation Code (IECC), the 2018 International Swimming Pool and Spa Code (ISPSC), and the 2018 International Existing Building Code (IEBC); and amending sections: 15.08.012, Build Better Program, subsection 15.08.012.D.3, Construction Waste; 15.08.020, Amendment of Codes to reorganize amendments so that they are listed by underlying code, along with amendments and additions to reflect local concerns and deleting subsection 15.08.020.E, Fees, Deposits and Refunds; and amending section 15.08.030, Additional Requirements, to add subsections G, Stormwater Retention and H, Building Permit Valuations ACTION ITEM

6:40:15 PM Mayor Burke conducts 2nd Reading of Ordinance No. 1270, by title only.

Staff Reports:
6:42:33 PM Dawson, shares her screen, shows council agenda, every time we have a meeting, publish the agenda, packet, agenda is the first page, when you find the item you are interested in, click on blue number link, it will take you to that portion of the packet. There are people who've asked to be notified, email. Business owners can be added to get the agenda for each council meeting, just contact city clerk to be added to the agenda distribution list. After you’ve read through the documents, you click on words “return to agenda” gets you back to the agenda.

6:46:14 PM Brian Yeager PW Engineer, discusses that the East Croy Pathway local agreement will be in an upcoming packet, it is a 92% funded grant. Total $491,000, Hailey will only pay 7% of this amount.

Recess and then rejoin at a few minutes before 7 pm. 6:48:02 PM Thea, motion to recess and return at 6:55 pm.

PH 491 Discussion of Idaho Rebounds Stage 2 Health Order with consideration of amendments to Hailey’s Health Order 2020-07 ACTION ITEM

6:59:31 PM Mayor reconvenes meeting for last item for discussion. Burke introduces the format, allows 2 minutes per person. Want your input and consequences, be thoughtful of fellow citizens and community, then will go to governor’s stage 2 order. Dawson has report on Covid care. Council discussion, then callers will have 3 minutes to discuss. We are here to work this through together, prepared to evaluate the order we have in place, be thoughtful and get right to the point.

Mayor asks for people with last names beginning with Letters A-C to speak first.

7:03:08 PM Oliver Whitcomb, 513 Main Street have people outside, providing a spot for people to speak, 50 or so people are present.

7:04:06 PM Rob Cronin speaks, break it down simple math, simple business math, the current restrictions have cut revenue up to 50%. If cut restaurants further to take out only, cut another 40% alcohol sales, cuts City LOT revenue. Take these statistics into account. Avg restaurant can seat between 10-20 people.

7:06:40 PM Mitzi Mecham speaks, this is more of a personal plea, when we were shut down in spring, most music students cancelled, sold house to save our business. Cannot save our business with another shut down.

7:09:48 PM Jason Collins, small business owner. Important to have a chance to make some money, need to figure out how to make this work. In construction, concrete grading excavation.

7:10:59 PM Oliver speaks about the horizontal mandate, modern history, influenza, not seeing evidence that this is any different, not down playing, but to use horizontal mandate, not based on science or thinking this all the way through. Suggest business owners care about employees, they are doing a good job, use vertical mandating, offer them services, rest of us need to feed our families.

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7:13:04 PM Leah Merklinghaus, urges council to consider non-essential businesses that have struggled since March. Owns 2 small businesses. The virus is not as deadly as first thought. There is more to the City than covid-19. Do the right thing please.

7:14:46 PM Horowitz, still on A-C letters.

7:15:16 PM David Corwin with Metropolitan Theaters, have had no revenue for 6+ months, it is important that we operate, doing what we can to make it safe to go to the movies. Metro Theaters.com, leave every other row empty. Max seating is 29 people versus 129. 7:17:07 PM safety video, important to let businesses continue to operate.

7:17:37 PM David Nelson, contractor in valley for 40 years, mandates, a lot of stores and businesses he solicits, are struggling because they are enforcing the mask mandate, he has not worn a mask yet. Has asthma, overweight, old, has had it twice. He is willing to social distance. Need to be more careful, law has gotten out of hand. Implore, let people make their own decisions.

7:19:48 PM Shane Claus, don’t live in this area, opportunity to visit with experts in field, learned through this, when someone gets it, it is a medical issue, spread of the virus is an environmental issue. People in risk management have a different take on how this virus spreads. CDC 3 days ago, spread is happening at home in small gatherings, is not happening in the public square. Have also discussed with constitutional experts, why do this if not spreading in public.

7:22:07 PM Jeff, not right to strip anyone of their rights. Try to institute in Boise, there is a reason everyone is leaving California. The PPP money is gone, not sure how any businesses are going to survive another shut down. Implores, let people make their own decisions, haven’t had any virus transmissions in his business.

7:24:16 PM Phil Rainey treats people with conditions all day long, mostly mental issues, they have been turned away from multiple businesses. These folks have conditions, they didn’t ask for these conditions, you don’t know what they are going through. Most people don’t have documentation, this is his concern. Suicide rate has gone up, so much more stress, surpasses injury itself.

7:27:15 PM Kevin Jones, owner Sawtooth Brewery, small business, have 45 employees, 30 are in restaurant part of the business. Through Blaine Charitable Fund, people are struggling to eat and pay bills. The order in effect is hard, need more notice to businesses, should be county wide.

7:29:09 PM unknown woman speaking, reads “life liberty and pursuit of happiness.”

7:30:35 PM Grace Parr Engineer hasn’t had work since March 2020, she is massage therapist hasn’t had work, hard to feed her son. This is the most painful thing watching kids wear masks. Society is being thrown away and afraid. We know these particles can pass through the fabric. They are mussels, push back against socialism, don’t want to wear masks, don’t want our community to shut down again.
7:33:03 PM Denver Pierce, Mitzi Mecham’s daughter, if we shut down, we will go out of business. Her son will wear his mask, but with a 99% survival rate, Dad is willing to. If shut down businesses, will be bad.

7:34:56 PM Mayor Burke confused that people are talking shut down.

7:35:10 PM Sylvie speaks, agenda packet options references Golden Colorado and a series of options, one did involve shutting down. If you truly support locals, please do so. With stroke of pen you can destroy the community. Fear mongering has to stop. What is hospital capacity issue, it is not covid, are there staffing issues? People are weary, sky is falling, tell us the good and bad.

7:38:33 PM Ester speaks, she lives in Hailey, have had 2 accidents. Lost job because would not wear mask. Cannot get a job because she cannot wear a mask, how can she feed her kid. What gives you the right, how dare you tell her where to go and what to do. This is the home of the brave. You are taking away what the forefathers gave us.

7:40:55 PM Todd Hunter owner of Idaho Lumber. Here to support all the local businesses, many are hurting and they are worried about this season. Here is solidarity to support them.

7:42:05 PM Emily, middle school child has headaches 2 days a week, the days he wears a mask. We are covering our airway, it is not healthy. Kids are more suicidal than ever, start thinking about that.

7:43:19 PM Sara Mede, owns yoga studio in Bellevue. Masks and lockdowns don’t protect people, both contribute to giving you covid. Eat organic food to build your immune system. Meditation helps build your immune system.

7:45:15 PM Mike speaks, he lives in Bellevue, piggyback on Californians moving here. Moved her 5 years ago, small company based in Idaho now, moved from California. Moved to a free state, freedoms are being taking away. Tuberculosis kills ? heart disease kills., follow the science, if masks work why the spike.

7:47:24 PM Leslie speaks, represented a group in Blaine County, a group of 100 people, people who can’t wear masks. No statistical difference between 6,000 people mask wearers and non-mask wearers. A homopath, health care practicioner, we do not need or want to have someone tell us how to keep our body well. Or tell me that I have to take a vaccine. Let us make our own choices.

7:50:31 PM Eric Parker, Hailey resident, have a lot of concerns and questions. Read through the proposals, what about enforcement, will it be a misdemeanor, are you going to do away with personal gatherings. The idea that his neighbor will call on him, then what will happen, concerned that law enforcement will be put against citizens. Urge you not to do any of these things. Just see this thing going in a bad direction. 7:53:27 PM Please consider what enforcement looks like.
7:54:00 PM Tiffany Woland, same day urgent care, working out in the parking lot since March. Commend council for giving people a voice. Many stats not true. Masks do work, very few reasons people cannot wear masks. Our hospitals and clinics are overwhelmed with covid patients. Long-term debilitating disease, not fully known yet. Lots of reasons why, we are overwhelmed, not a bed for you, must be transferred to another state.

7:56:13 PM Abby Conover, own Rapid Results gym with her husband. Came from poverty when son was born. Moved back to Hailey, American dream is working hard, believe in yourself, provide service and you are rewarded. Trying to hang on to our employees. What is the end-game?

7:58:49 PM Mayor Burke, you have summarized all comments. I would do anything to make this all go away, appreciate your comments.

7:59:26 PM unknown person, comments; don’t say we are overwhelmed when it is not true.

8:01:56 PM woman that owns a farm south of Bellevue, losing employees. Sick and tired of St. Luke’s moaning. You work for the people.

8:03:45 PM Martinez hear people out and then have council speak. Remind everybody that dignity is required.

8:04:43 PM Thea implores, maintain respect for everyone.

8:05:00 PM Nichole Lichtenburg, works in HR, appreciates council. Support medical professionals experiencing medical challenges. Worried about number of people citing financial concerns, hope that they will make safe decisions. Appreciate council for steps trying to keep safe.

8:06:48 PM Sarah Busdon, emotional meeting, spent hundreds of dollars this spring, 2nd time this family has been hit. As far as freedoms go, she pays taxes, wears mask won’t kill you, hope all can help our community, to help others.

8:08:04 PM Richard Calcaglio, has a business in Hailey, boards don’t decide what is essential people do. Saw draconian measures, not sure why. Businesses are taking strict measures. Eager to hear what you come back with. The numbers are not justifying what you are doing. Look forward to hearing what you propose.

8:10:19 PM Joel, Tundra restaurant owner, know other owners and employees, care about everyone in the community, courteous and respectful. Do think there should be some guidelines. We are not on an island, like Kevin Jones said, if close in Hailey, people will go somewhere else. Maybe we can look at the state’s rebound program, not change the program.

8:12:52 PM Jolissa, Wood River student, different views, hard moment, we all need to take care, it is hard to be in school with a mask, need to be there for everyone, and take care of each other.
8:13:57 PM Cory Chalmers, steri clean business owner, moved from California a few years ago. In the last 2-3 month increase in shooting, over doses, all for making everyone safer. Suicide rate is going up, emotional thing for everyone. Remember the emotional toll it is taking on everyone.

8:15:32 PM Jerrod Miller resident of Twin Falls, up in Hailey quite a bit, mask mandate is unnecessary, infringement on our rights. Everyone in California is getting hit hard, don’t think the mask mandate is working there. Masks, don’t think they work.

8:17:17 PM Kendall Nelson, work in health freedom, studied hundred hours of masks and whether they work or not, they don’t work. If you wear a mask, you are not getting enough oxygen. 99% survival rate, against masks, appreciates if council would read the science, she sent them.

8:19:52 PM unknown caller asking about religious beliefs and wearing masks.

8:20:42 PM Nick Tracy, with Freedom Bible Church, job to care about peoples spiritual being. Tracy is very concerned with the civil unrest. At the end of the day, we should have the freedom to run our businesses.

8:22:04 PM unknown man speaking, reads words of Daniel Webster, quote, listen to constituents of Hailey, use that to guide your policy, which may or may not represent our needs.

8:23:14 PM Shana Gelskey, heard a lot from business owners and religious, people who feed families, shutting down businesses would be more difficult.

8:24:53 PM Brittany Shipley, with NAMI responds to some statistics from tonight’s comments; heard a lot suicide rates have increased and she wants to clarify as a social worker, she was really worried expecting suicide rates would increase in the spring. Shipley states that there has not been an increase in state wide or regional suicide rates.

8:26:42 PM Holly Smith owner of Color and Co. hair salon, in Hailey, husband owns 5B Barbour Co. Business in Hailey. From a business perspective and personal life, helped with rent. They have 3 independent contractors that are depending on us for income. Just asking to keep our doors open and will keep safety precautions going to keep everyone safe, want to stay open as business owners.

8:28:56 PM another unknown caller agrees with Holly Smith.

8:29:25 PM Scott Treyborn speaks, Rule of law, functioning under rule of law, government can’t do? Any edict is out of rule of law, laws must be made at the state house. Cannot condone public agency, person must do for himself. Don’t mandate anything, or we will challenge you, implore citizens to peacefully resist.

8:31:45 PM unknown man, thanks council for doing what you’ve done requiring masks. Asks that council require cover mouth and nose in mask, want to see noses covered up.
8:32:49 PM Tia, has a hair studio. Is in compliance, some clients she has, are high risk, during the shutdown, difficult to grasp the concept of this all. Mask mandate should be individual preference. For older people and children, feel bad for them, older clients are getting depressed. Best course of action, communicate with each other. It has been hard for small business owners.

8:36:28 PM Shaun Logular, works for a local painting company. How will shut down affect the City?

Council deliberation.

8:37:44 PM Governor’s stage 2 order, Mayor Burke, look at this and decide whether we want to make changes.

8:38:28 PM Martinez, want to start by reconciling differences first. When this first came in front of us in March. The shutdown decision came with tearful eyes of this council. It is important to understand where we did good and where it went poorly. We sort of silenced a few in the beginning. We were the black dot, and then we came out of it. New times, new dance to go with it. Divisive language, goal it to suggest that this is a moment of compromise and treat each other with dignity. The workforce hit him hard, not enough income to live off of. Martinez, take my perspective. People have already moved out of our community. Important to recognize this point of panic. If we shut down, it will put him out of business also. It is a difficult moment for all of us.

8:44:40 PM Thea has prepared comments. I speak from a place of compassion. Decisions tonight will affect mental and physical health. Not here to take away rights from any citizens. WE need to come together in these difficult times, listen to one another. This is a pandemic, there will be pain/suffering/death, we should do all in our power to keep us safe. Schools should stay open. Businesses should stay open. It is so widespread now, difficult to trace where it is coming from. We are tired of covid, we won’t be able to control people’s actions during the holidays. We should wear our masks in public, if cannot wear a mask… support compliance with mask wearing, sanitizing stations so that we can stay open. Undue restrictions to bars and restaurants, not in support of this. We are entering ski season, closures don’t free up our medical. No proof exists to warrant shut down. We cannot prevent all illness. We want our community to stay open, care and have compassion for one another, social distance, respect a fellow community member that is a high-risk individual. Open to other ideas, maybe limit bars to sitting only. Work from home considerations, this does not call for individualism, we must all do our part.

8:52:27 PM Burke thanks Thea for her words, feels the same way from bottom of heart.

8:52:50 PM Husbands is for masks, social distances, washing hands. Not for shutting down businesses. We need to support each other, not be so critical. Our approach to it is different, nothing else to say, agrees with Thea.
Linnet has been meeting with local medical staff. There is an email chief medical officer with St. Luke’s. positivity rate is exceeding 30% in Boise. Jim Souza email.

Meeting last week, factual details, where we are now, critical for weeks, and it is increasing. It is important to note, rate of infection is half of other communities that do not have mask mandates. Our numbers will get worse if we don’t do something about it. Doctors are currently being trained on how to ration care if we don’t take additional measures. Our local healthcare professionals, everything that they’ve said has happened. It is important to note that we took action in March, our numbers plummeted. There are actions that will help stop the spread. The actions that medical professionals are asking us to take, are exactly what our business owners won’t be able to take. If we don’t take action, we will have significant health outcomes, choose lively hood or health. Best advice is mask and social distance. This is difficult, hear what everyone is saying, can support additional restrictions, choose people’s lives versus lively hood. People’s individual actions sometimes have effects on entire community, this is where we have a difficult job to decide.

Thea, Souza’s email, we need to do the right thing, comply if you go into a business.

Linnet and Thea discuss bars and restaurants and mask compliance. The end is to reduce our infection rates. Thea, don’t think it is right to target a few businesses.

Mayor asks Dawson to speak with the cares act funding, looking at funds available to us. Some funds $293,000, available to Hailey, we are working through our expenses, reimbursable for costs, salary costs are not allowed. We don’t have enough cost to get $293,000. But want to get these funds and create a grant process, municipal small business grant. Businesses closed after June 2020, Hailey has made 2 decisions after June. July 1 and oct, businesses are eligible for costs. 2nd grant businesses not otherwise eligible for the state grant. Trying to put applications together to make this $200,000 funds available to our community.

Linnet suggests, restricting to restaurant take out, limiting gathering. Don’t like 64 square feet, difficult to enforce. Ketchum just adopted it, so may be worth keeping it now. Exceptions for certain positions.

Martinez, important for businesses to have consistency. Suggest use governor’s stages for what businesses can and can’t do. This may help with consistency.

Thea, would consider not have standing areas. Would like to go with 6 foot distance between tables. People should wear mask until standing.

Burke agrees with Thea.

Thea thinking about tightening on churches. Burke, what about every other row? Martinez joins conversation regarding this topic, this is a tricky situation. Appreciates Linnet’s comments.

Linnet, don’t take these comments as a referendum of what we are doing, this represents the majority. Martinez, people like him are moving out of town. Linnet, economic consequences may be worse if we don’t tighten things up.
Mayor Burke, the lines are drawn, people who don’t believe in masks, have spoken. Why are we fighting with the ones who don’t believe in complying. If I am worried about getting Covid, then I am going to be cautious. Restaurants, businesses, individuals are trying to survive. I want every member of community to take responsibility. The economy will drive the outcome of the pandemic. You don’t have to go into a store if you don’t want to wear a mask. Frustrated by the division in the community.

Thea agrees with Mayor Burke. Large part up to individuals. Can’t support a shut down again, believe in masks, social distancing and washing hands. We need to be responsible for our own actions. Where do we go from here, Mayor Burke implores.

Linet individual choice affects other people, like DUI’s.

Husbands asks, are we considering 10 people inside.

Simms, the Governor’s order addresses with regard to seating a bars, but it does not contain a mask mandate. Simms had heard consensus on a couple of items, amending 6 feet between tables, eliminate 64 square foot, and eliminate the maximum of 50 outside gathering because it contradicts the state’s order. Appropriate to approve 2020-08, amending 2020-07 as mentioned.

Thea appreciates the summary.

Burke, we are doing our best right now.

Thea talks about restaurants trying to put safe measures in place to encourage people to come into their business. Trying to protect economic and mental health of our community.

Thea motion to adopt 2020-08 Health Order, replacing 2020-07, Simms announces the changes again, Thea motions as stated, seconded by Martinez, motion passed with roll call vote. Thea, yes. Husbands, yes. Linnet, no. Martinez, yes.

Thea supports compliance and that everyone is staying within the realm of the guidelines.

Motion to adjourn by Martinez, Thea seconds, motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021 DEPARTMENT: Clerk’s Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on November 30, 2020 and to suspend reading of them.

AUTHORITY: □ ID Code 74-205 □ IAR ___________ □ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____________ YTD Line Item Balance $__________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☑ 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:

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MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD NOVEMBER 30, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:30:33 PM call to order by Mayor Burke

Public comments: 5:31:06 PM none

CONSENT AGENDA:

CA 496 Motion to approve and authorize the Mayor to sign the Tree City USA application ACTION ITEM
CA 497 Motion to approve FEMA and IOEM reimbursement documents relating to Della Flood 2017 Park Restoration, allowing Mayor to sign. ACTION ITEM........................................................................................................
CA 498 Motion to approve renewal of group health insurance with Regence Blue Shield for calendar year 2021 with an increase of roughly 5% over 2020 rates, allowing Mayor to sign ACTION ITEM ........................................................................................................
CA 499 Motion to approve the Findings of Fact, Conclusions of Law and Decision of the Final Plat for InnTrusted Subdivision, by Hailey FF, LLC, for a commercial building and residential units, to be located at 711 North Main Street (Lot 1A, Block 1, Sutton Subdivision). The parcel is to be resubdivided into one (1) commercial unit (Fairfield Inn and Suites Marriott) and five (5) condominium units. This project is located in the Business (B) and Downtown Residential Overlay (DRO) Zoning Districts. ACTION ITEM ............................................


MAYOR'S REMARKS:

5:32:10 PM Mayor Burke thanks community for their support in these trying times. Thankful for staff for weathering these times, and grateful to you all.

PUBLIC HEARINGS:

PH 500 Consideration of Ordinance No. ____, amendments to Title 17 of the Hailey Municipal Code, by amending Chapter 17.04, Establishment, Purposes and Uses within Zoning Districts, Articles B, C, D, E, F, G, L and M to reference new supplemental regulations for Accessory Dwelling Units; amending section 17.05.040, District Use Matrix, to permit Accessory Dwelling Units (ADU's) as a permitted use in the Limited Residential-1 (LR-1) and Limited Residential-2 (LR2) zoning districts subject to criteria, including design review and bulk requirements to establish maximum heights for ADU's and lot coverage for the LR-1 and LR-2 zoning districts; amending section 17.06.010.A to establish an administrative design review or full design review design process for ADU's depending on location; amending chapter 17.08, Supplementary Regulations, to establish a new Article D containing supplemental regulations for ADU's (purpose and intent; applicability; general provisions; registration; short-term rental occupancy restrictions;

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subordinate scale and size; maximum floor area; livability; outdoor access); amending Chapter 17.09, Parking and Loading, Sections 17.09.020.05.B, 17.09.020.09.D, and 17.09.040.01 to address parking requirements for ADU's ACTION ITEM

5:33:02 PM Mayor Burke this has been a discussion for many years. It seems with the housing inventory low, for some an ADU, may be the best way to provide housing, as it allows for “mother-in-law apartments.”

5:34:24 PM Horowitz opened with this item, displayed a slide presentation. History of ADU Code amendment efforts, 2016 housing toolkit discussions, 2019, Planning and Zoning Commission discussions, white paper brought to council in early 2020, and workshops in Feb 2020 with public and Planning and Zoning Commission. Why ADU’s, community at large has evolved over time, diversify housing types, a way to incrementally increase housing stock. Only allowed in 2 districts now, blue areas of map shown. Anything purple has not allowed ADU’s historically in Hailey. 5:37:59 PM since 2002, only about 20 ADUs. If house is in old Hailey, it must follow the permit process, other parts don’t have to do that. 50 that we have, most are outside of Old Hailey. Recap takeaways, Feb, 27, 2020 workshop, 30 citizens participated. Community and Planning and Zoning Commission, ADU’s should be subordinate to primary residence. Review process but not as stringent as old Hailey right now., Parking requirements was discussed at length, occupancy requirements protect character of property.

Horowitz continues with the overview, 5:41:38 PM establishes a 40% maximum lot coverage, shows pictures of this. Maximum height set at 28 feet, don’t preclude garage apts, want to allow for pitched roof. Parking standard, 1 stall per bedroom, staff concerned that lot may be consumed for this parameter, want council to discuss this topic. Requires Design Review approval by the P&Z Commission chair plus Administrator for ADU’s located in zone districts. ADU’s should only have 2 bedrooms. 5:44:55 PM maximum size set at 1000 sq ft, subject to council discussion. Suggest if ADU, only one area may be used as short-term rental, good balance. 5:46:33 PM Right now there are 64 short-term rentals in Hailey, about 2% of housing stock in Hailey. Council may discuss short-term rental in a separate discussion, ordinance.

5:47:54 PM Husbands, why, would it be easier to simplify code for ADU’s? Instead of having Old Hailey one way, have all areas the same. 5:48:49 PM Simms responds to Husbands question. We already have different standards in Townsite Overlay. Thea, downtown requires more scrutiny. 5:49:46 PM Mayor Burke chimes in, wanted to preserve the Old Hailey Townsite, so that the integrity was kept in tacked. Horowitz, citizens in Old Hailey seem to be pleased with the current process, did not want to “rock the boat.”

5:51:24 PM Husbands, occupancy topic, if someone doesn’t live in main house, how will it be enforced? Horowitz, enforcement will be a challenge. Would need to do some type of cross check system. Husbands likes from Sandpoint, ID, if you rent out your unit, have someone within area to help with home, person able to access unit and fix onsite problem. Burke, seems we have 2 issues. Seems like a bigger question and a separate discussion. Does not make sense to stop this discussion for short-term rental discussion. 5:54:52 PM Husbands is okay with ADU’s but needs some regulation. We need more workforce housing. Don’t want to lose sight of this, want to make sure this will help the housing issue and not hurt.

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5:56:27 PM Linnet, thinks we do need to address short-term rentals. Shares Mayor Burke’s concern about mixing the 2 discussions. Linnet prefers to discuss short-term rentals separately. Need to take a broad, holistic approach. Has hesitancy, likes the proposal suggested tonight, for one unit or area being short-term rental.

5:58:20 PM Thea, agrees bigger topic for later, short-term rental. Look at this later, maybe 1 year later and see what we have. And then look again in 3 years. Thea likes the certificate process as described by Horowitz. Thea has a question, will these ADU’s require DIF and ?, 6:00:06 PM and could you have tiny house on wheels? Yeager responds, envisions that there will be a connection fee for an ADU, based on equivalent connections, maybe a smaller connection rate, proportionate to impact. 6:01:25 PM Yeager tiny home on wheels, temporary, like a camper only allowed 180 days or something like that. CCR’s can be more restrictive than city code, Yeager responds, just as Cities are allowed to be more restrictive than State code.

6:03:23 PM Linnet, what is current parking requirement for single-family home. Horowitz, 2 spaces.

public comments.

6:03:48 PM Jennifer Murphey, 541 Shoshone Dr. in support of ADU’s, lives in LR1, a few blocks away from Old Hailey, have watched ADU’s being built, they have a large lot, small home. Have a mother that lives in another state, starting to talk about what options are available. They would like to build an ADU for their Mother. This would be great for their family.

6:06:47 PM Tom Bergin 220 S.4th Ave in Old Hailey. Start with a question, no proposed change to Old Hailey, appreciates that stance. Suggests a couple of things, sunlight sub rule, across street from him, approved a unit above a garage, not the way to do it, intrusion of sunlight on neighbor and Northern lot line. From street it generally looks good. 2nd suggestion, “hot tub rule” backyards would be impacted by ADU’s. Careful balance and challenge to not to be intrusive to neighbors. 311 S 4th street, feels city did not get right.

6:11:47 PM Nancy Linscott, 320 Apache Drive, have no imminent plans, but am in favor of it, echoes Bergin’s comments. Suggest research what other municipalities have done, successful models.

6:13:49 PM Mayor Burke comments on this, solar access was how it was referred in past.

Council deliberation:

6:14:53 PM Husbands, are there setbacks on the ADU’s?, Horowitz, same set backs in zoning. May need to change all setbacks in Hailey if want to change this. Can look at variations. Don’t get a lot of complaints from light and air in other areas in Hailey.

6:17:18 PM Linnet appreciates public comments, no technical rule about these specific comments.

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6:18:19 PM Rebecca Bundy, once a building gets past 20 feet, setbacks must be followed, already in the code.

6:19:00 PM Thea is in support of this everywhere, also support in smaller lots. Issues she has been spoken to about, don’t want to intrude on neighbors, 40% impact, height possibilities, consider in all areas. Thea does not like building in the floodplain. 6:21:28 PM Thea does not think we need to require 2 parking spaces, likes the ADU as being subordinate to main residence. Should look in 1, 3 5 years on how they are being used. Interested in storage discussions, square footage a reasonable thing. 2 bedroom is adequate for an ADU, likes max of 1,000 sq. ft., maybe smaller max if we decrease minimum lot size. Doesn’t mind the Administrator review in all other areas and keep Townsite Overlay the same.

6:24:33 PM Martinez, all for ADU’s, having this option is important. If done correctly, it really adds value and character. Having this as an option is truly a lifesaver. So many people in Old Hailey would prefer ADU on ground and not above garage. Important to pass this ordinance.

6:27:33 PM Linnet, excited to being considering this now. This is being asked by our residents. 3 suggestions, ADU’s should not be regulated differently than original house. Simple fact of offering ADU, should restrict property owner’s addition. 3 changes, get rid of different height restrictions for ADU’s, would be okay with up to 1200 sq. ft but subordinate to main structure. 2nd, don’t think there should be additional parking requirements, guiding principles, be holistic, equitable. ADU application, to show if necessary parking, where would it be. Should not be required to provide 2 more spaces. 6:33:15 PM Thea looked at the parking differently, as long as have the space, don’t have to create more parking. Horowitz, correct in the way that Thea’s explaining parking. 6:34:48 PM Linnet, should get rid of lot size completely, and have comply with existing setbacks. One ADU per lot is reasonable. 40% restriction is the same. Occupancy restrictions are great. Separate discussion on short-term rentals. Privacy comments made earlier, should not treat differently than single-family residence, not just with ADU’s. don’t see this being equitable, rather we address those in all areas.

6:38:23 PM Husbands, agrees with Linnet. Thinks ADU’s should be allowed everywhere, but concerned with sunlight or privacy. Thinks we should consider limitations, is 1,000 sq ft too large? 6:39:51 PM Linnet, what is the difference in single-family home construction vs. ADU? Husbands, may need to look at zoning also.

6:41:54 PM Horowitz, the code for all of Hailey has a sunlight provision already. It is finite and regulated. You cannot have a broad, don’t block sunlight. We have not been getting complaints about this, not sure this is a pressing issue. Horowitz shows a diagram from 17.07, sunlight diagram.

6:44:47 PM Nancy Linscott, those height restrictions are valuable. Horowitz, any addition must follow this diagram.

6:46:15 PM Linnet, height requirements should be the same for all construction, should not treat ADU’s more restrictively.
Mayor Burke, small bungalow, 4th, ADU is bigger than house. Referring to “subordinate.”

Martinez, people want ADU’s and they want simplicity. Agrees with Linnet, complying with existing laws should be good enough.

Discussion of subordinate structure, 1,000 sq ft seems reasonable. Linnet as far as storage goes, prefer to have homeowners to figure this out.

Burke how do you feel about lot size? Thea, responds, don’t need the size limit. Martinez, agrees with Thea.

Public comments opened again by Mayor:

Nancy Linscott, agree with Linnet on lot size minimum, comply with all restrictions in place already. Also, agree with Thea on floodplain. Don’t want to see more thing impede flow of water. Regarding sunlight, in favor of ADU’s, significate things come up neighbor to neighbor issues, need to be sensitive to this, not sure if this is expressed in ordinance form. Suggest to research this topic.

Jennifer Murphey comments again, appreciates council’s comments, have broader issues, need considering but not on ADU ordinance. Sunlight conversation, neighbor built an addition on home, 2nd story, blocked their view of Carbonate, don’t think this is an ADU discussion. As for parking, they have large parking area, should get away from this parking discussion in relation to ADU’s.

Tom Bergin, City of Bellevue allowed for duplexes in smaller lots before Hailey did, parking is a little bit of a factor with ADU’s, more cars associated with ADU’s. Also, when person buys 6,000 sq. ft. lot, respectively, single-family house, ADU is a gift not entitled, difference there, wouldn’t characterize as the same.

Rebecca Bundy, floodplain issue that has been raised, code is very restrictive. Propose if building new in floodplain, must meet those requirements. City of Ketchum allows for ADUs even with small houses.

Husbands, feels like need one parking space for an ADU. Linnet, is okay with defining, using existing parking areas.

Linnet, doesn’t think we should discuss the storage topic for ADU’s.

Martinez, storage should be solved by business, don’t think it is needed in this ADU ordinance.

Horowitz summarizes, delete lot size minimum. 1 parking space already on site, removing storage. Not sure on height. Thea likes 28-foot height limit for ADU.

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7:11:01 PM Linnet, issue is converting existing structure if over 28 feet. Horowitz, provide exemption for existing buildings.

Bring back to council again. 7:12:05 PM Horowitz, will discuss short-term rentals in future.

7:12:24 PM Simms, procedural suggestion, material change, recommend staff to bring back with new draft for another public hearing possibly in January.


PH 501 Consideration of a City-Initiated Text Amendment to the Hailey Municipal Code, Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.014: Miscellaneous, to modify E(1): Light Pole and Pedestal Details and E(2): Street Light Details. The current street light and pole design will be replaced with a new street light and pole design, similar in style and details as the existing street light and pole. **This item will be continued to December 14, 2020. ACTION ITEM**

7:14:32 PM Horowitz asks for a motion to continue to next meeting,

7:14:55 PM Thea motion to continue to Jan 11th meeting, Martinez, seconds, passed with roll call vote. Thea, yes. Husbands, yes. Martinez, yes. Linnet, yes.

PH 502 Proposed Ordinance No. ____., adopting 2018 International Fire and Wildland Urban Interface Code **ACTION ITEM**

7:16:03 PM Mike Baledge, in packet ordinance, changed dates to 2018 code, have some of NFPA code sections updated as well. Amendments are above and beyond to state code to reflect ability to fight fires in Hailey.

Public comments:

7:17:50 PM no public comments

7:18:19 PM Martinez makes motion to approve Ordinance No. 1274 and conduct the 1st Reading by title only, Thea seconds. Motion passed with roll call vote. Thea, yes. Husbands, yes. Martinez, yes. Linnet, yes.

7:19:16 PM Mayor Burke conducts 1st reading of Ordinance No. 1274, by title only.

PH 503 Adoption and/or ratification of Municipal Small Business Grant Program to distribute up to $200,000 to Hailey businesses under the Cares Act for Covid-19 Relief funds **ACTION ITEM**

7:20:56 PM Dawson presents, shows website update for this Municipal Small Business Grant, application and. Request council to approve program to give up to $200,000 back to small businesses.
businesses, up to $10,000 back to a business that qualifies. Have a grant application, Idaho Rebounds form that is required.

7:23:06 PM Thea, commends staff for doing this, hope this will serve our community well, hope they will move forward in applying for this opportunity. How will we send this out to them? Is this a loan? Dawson, this is a grant, not a loan, don’t have to pay it back. Dawson, thanks Jessica Parker, sending email to businesses, with this information, hope that paper will cover this opportunity. Our Town Newsletter will cover this as well. 7:25:10 PM Thea, is there reporting after received? Dawson, will be submitted 1099s on the businesses that receive funds and they will sign a grant agreement.

Public comments:

7:26:08 PM none

7:27:08 PM Linnet makes motion to ratify Municipal small business program, seconded by Martinez, and gives congratulations to Dawson, this is a beautiful gesture from City of Hailey. Motion passed with roll call vote, Thea, yes. Martinez, yes. Linnet, yes. Husbands, yes.

NEW BUSINESS:

NB 504  Discussion of River Street Bike Path design and Urban Renewal Funding (no documents)

7:28:04 PM Yeager displays, update on River Street bike path project. Additional URA discussions for other areas for more bike paths, around Cedar street. Looking at River Street behind Albertson’s and south 8 blocks request to find a way to put a bike path along river Street, have ideas for different sections. Have estimates for all sections, construction, estimates, $1.2 million, most expensive component section 6, curb gutter sidewalk, other areas are just asphalt pathway, removed as properties are developed.

7:35:25 PM Mayor Burke, URA presentation was very detailed, saving lots of money with this solution.

NB 505  Rubbish Hauling Franchise Workshop with consideration of new opportunities for recycling (no documents)

7:36:11 PM Mayor asked if we could move Rubbish Hauling discussion to Dec 14th?

Horowitz sounds great.

NB 506  Mountain Rides – Annual Report Presentation ACTION ITEM

7:36:48 PM Wally Morgus, Executive Director of Mountain Rides, presents their annual report. Mountain Rides is strong safe and healthy. 5 topic areas, performance, pandemic. 7:38:15 PM high light, able to meet budget even though went to zero fare service, continue to run full service routes in many areas. At the urging of ITD office, subject to CARES funds, received $3.2 million
in funds, passed funds to its partners. May even be able to use CARES funds into next fiscal year. **7:40:39 PM** As of March 13, 2020, prior to first confirmed case in Idaho, ridership was up almost 3% over last year. Then pandemic hit, March 14-end of fiscal year, ridership was down 58%. Essential workers were the ones on our buses day in and day out. Fortunate to have not had break outs of the virus among staff and kept operating. **7:43:07 PM** October data, starting to trend up, 73% of ridership, in Hailey up to 65% of past ridership in October.

**7:44:18 PM** priorities in pandemic, providing rides safely. One of the first organizations to prepare for covid-19 sanitation measures. During the day, drivers are wiping down surfaces.

**7:50:07 PM** safe routes to school coordinator, taken it to a new level. Bike plan master plan, Cece is working with Blaine County Commissioners and surrounding organization representatives. Looking for connectivity solutions in neighborhoods. **7:52:50 PM** Mayor Burke asks Morgus to look as Della View and other subdivisions for this specialized service.

**7:53:21 PM** Morgus, new electric buses in service next July. Rec’d $30,000 grant, pilot between Twin Falls and Wood River Valley, full size bus partner with St. Luke’s, next spring.

**7:54:40 PM** Moral is excellent at Mountain Rides. Teamwork and safety are a priority. Kudos to community. Getting 99% mask compliance on busses. Morgus will answer any questions.

**7:55:55 PM** Mayor Burke, Mountain Rides is most important service begun in last 20 years.

**7:56:21 PM** Husbands takes bus in mornings and walk home.

**7:57:06 PM** Thea, was last person to update the Bike / Ped master plan, did talk to Cece to get her on track with where we were at last update. Look forward to seeing this update. Very excited about the electric busses.

**OLD BUSINESS:**

**OB 507 3rd Reading Ordinance No. 1270, Amending Hailey Municipal Code Title 15, Section 15.08.010 to adopt the 2018 International Building Code (IBC), the 2018 International Residential Code (IRC), the 2018 International Energy Conservation Code (IECC), the 2018 International Swimming Pool and Spa Code (ISPSC), and the 2018 International Existing Building Code (IEBC); and amending sections: 15.08.012, Build Better Program, subsection 15.08.012.D.3, Construction Waste; 15.08.020, Amendment of Codes to reorganize amendments so that they are listed by underlying code, along with amendments and additions to reflect local concerns and deleting subsection 15.08.020.E, Fees, Deposits and Refunds; and amending section 15.08.030, Additional Requirements, to add subsections G, Stormwater Retention and H, Building Permit Valuations and Summary ACTION ITEM**

**7:58:51 PM** Linnet motions to approve Ordinance No. 1270, authorize mayor to sign, conduct 3rd reading by title only. Martinez, seconds. Motion passed with roll call vote, Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.
7:59:27 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1270, by title only.

OB 508 2nd and/or 3rd Reading Ordinance Ord. No. 1271, identifying a map that defines and establishes geographic boundaries modifying the existing Blaine County/Hailey Area of City Impact. ACTION ITEM

8:02:48 PM Martinez, moves to approve Ordinance No. 1271, waive 2nd reading and conduct 3rd Reading by title only, authorize the Mayor to sign, seconded by Thea. Thea, yes. Martinez, yes. Husbands, yes. Linnet, yes.

8:03:17 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1271, by title only.

OB 509 2nd and/or 3rd Reading Ordinance Ord. No. 1272, an Ordinance providing for plans and ordinances for the Area of City Impact, agreement with Blaine County ACTION ITEM

8:03:47 PM Martinez, moves to approve Ordinance No. 1271, waive 2nd reading and conduct 3rd Reading by title only, authorize the Mayor to sign, seconded by Husbands. Motion passed with roll call vote, Martinez, yes. Thea, yes. Husbands, yes. Linnet, yes.

Mayor Burke conducts 3rd Reading of Ordinance No. 1272, by title only. 8:04:32 PM

OB 510 2nd and/or 3rd Reading Ordinance Ord. No. 1273, amending Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust processes and/or programs to provide financial relief to rate-payers in need ACTION ITEM

8:05:03 PM Martinez, moves to approve Ordinance No. 1271, waive 2nd reading and conduct 3rd Reading by title only, authorize the Mayor to sign, seconded by Husbands., Thea, yes. Martinez, yes. Husbands, yes. Linnet, yes.

8:06:12 PM Mayor Burke conducts 3rd Reading of Ordinance No. 1273, by title only.

Staff reports:

8:07:38 PM Yeager, street dept., holiday lights are up, trees in McKercher Park are lit up.

8:08:25 PM Thea, couple of weeks ago, 100% clean energy, tasked to put together task force by 2021, want to make sure we are working on who would be best to serve on this task force. Thea would like to serve if possible.

8:09:33 PM Dawson adds that Dec 14th, appointments are made in that meeting, contact Dawson for adds/deletions or other interest.

8:10:24 PM Motion to adjourn made by Martinez, seconded by Linnet, motion passed unanimously.
Return to Agenda
SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on December 14, 2020 and to suspend reading of them.

AUTHORITY: ☐ ID Code 74-205 ☐ IAR ___________ ☐ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____________ YTD Line Item Balance $__________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☐ 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 DECEMBER 14, 2020
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:30:50 PM Call to order by Mayor Burke
All council present.

Public comments:
No comments from public.

CONSENT AGENDA:

CA 511 Motion to approve Resolution 2020-133, ratifying the Mayor’s signature on an agreement with Idaho Power in the amount of $4,665, for electrical service to the Snow Storage site. ACTION ITEM

CA 512 Motion to approve Resolution 2020-134, authorizing short-term extension to AR for the Airport Joint Powers Authority ACTION ITEM

CA 513 Motion to approve Resolution 2020-135, setting appointment and term of Hailey’s representative to the Sun Valley Air Service Board ACTION ITEM

CA 514 Motion to approve Resolution 2020-136, setting appointments and terms of Hailey’s representatives to the Hailey/WRFD Joint Fire Board ACTION ITEM

CA 515 Motion to approve Resolution 2020-137, setting appointments and terms for the Hailey Planning & Zoning Commission ACTION ITEM

CA 516 Motion to approve Resolution 2020-138, setting appointments and terms for the Hailey Arts and Historic Preservation Commission(HAHPC) ACTION ITEM

CA 517 Motion to approve Resolution 2020-139, setting appointments and terms for the Hailey Tree Committee ACTION ITEM

CA 518 Motion to approve Resolution 2020-140, setting appointments and terms to Hailey Urban Renewal Agency ACTION ITEM

CA 519 Motion to approve Resolution 2020-141, setting appointment and term for Hailey City Council liaison to the Hailey Public Library Board of Trustees ACTION ITEM

CA 520 Motion to approve Summary of Ordinance. Nos. 1272 & 1273, amending the ACI agreement with Blaine County and Hailey Municipal Code Chapter 13, Water and Wastewater, to reduce financial hardships on rate payers and adjust leak processes ACTION ITEM

CA 521 Motion to approve e banking customer service annual review and authorize the Mayor to sign ACTION ITEM

CA 522 Motion to ratify claims for expenses paid in December 2020 ACTION ITEM

CA 523 Motion to approve claims for expenses incurred during the month of November, 2020, and claims for expenses due by contract in December, 2020 ACTION ITEM

5:31:58 PM Martinez moved to approve all consent agenda items, seconded by Husbands, motion passed with roll call vote. Martinez, yes. Linnet, yes. Thea, yes. Husbands, yes.

HAILEY CITY COUNCIL MINUTES
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**MAYOR’S REMARKS:**

5:32:35 PM Mayor Burke, we’ve put in place wonderful representatives on our boards and committees, thank you for your service, we are very grateful.

**NEW BUSINESS:**

**NB 526  Greenhouse Gas Inventory Report ACTION ITEM**

5:33:16 PM Mayor Burke opens the discussion, addressing county wide undertaking to reduce our energy footprint. At the center of the elliptical circles, in center, a hired person at the County, at City, we are offering, Rebecca Bundy and other staff, Brian Yeager, Becky Stokes and Lisa Horowitz, next circle Hailey and other cities. Next circle, energy partners, Idaho Power and local energy experts. Then next circle community stakeholder group. Last circle, governing bodies.

5:36:31 PM Dawson, County is in the process of hiring an individual. This presentation tonight is to show our progress being made.

5:37:13 PM Bundy, this is a good starting point, and very exciting, hopes that Ketchum joins in.

5:37:50 PM Mayor Burke, next part is greenhouse gas inventory by Bundy.

5:38:06 PM Bundy begins, we have been working on this since last January. Wanted to let council know what we’ve learned. Comparison of 2007 and current data, 2018, inventory methodologies may have been different from 2007 data to current. For example, with transportation, used county wide numbers, Bundy used ITD trackers from Hailey. Be interested in seeing the transportation numbers. 1st slide shows residential use, propane/gas is 1/3. 5:42:08 PM CO2 reductions. Waste numbers are consistent. 5:44:02 PM slide comparing community emissions, not sure if apples to apples comparison. Next slide, commercial vehicles, bottom right, commercial energy. Energy used measured, residential power went up from 2005-2018 comparison, natural gas down 15%, commercial gas up, waste down.

5:46:47 PM Bundy, we have done better job of tracking assumptions and data. Hoping next time, can know if apples to apples comparison.

5:47:29 PM Mayor Burke, what about County, do they have information? Bundy responds, county has data from 2007. Will still have problem in comparison.

5:48:22 PM Thea, in moving forward, can’t really compare apples to apples. It is our baseline, looking at our goal in ten years. Bundy, with ICLEA guidance, it has helped.

5:50:28 PM Burke we have good base.

5:50:42 PM Thea, challenge now, comes the real investment. Before we accomplished the low hanging fruit. The data presented last time, how is that compared to what we are looking at today, the grant, minerals organization. Bundy, have been tracking city facilities. This

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presentation is the community’s information. Bundy has been comparing city information. The OMR stuff was to improve municipal facilities. 5:53:15 PM Thea, this is a great start.

**NB 527** *Introduction of Joint Clean Energy Cooperation Agreement with Idaho Power as a step in the development of a new 10-year electricity franchise agreement ACTION ITEM*

5:53:54 PM Bundy, agreement with Idaho Power, joint clean energy goals. National renewable energy lab, most agreements are operational, not terribly specific. Idaho Power feels this is a different document from the franchise agreement and should not be included in the franchise agreement. 5:56:14 PM We see this as a similar step to realize the city’s goals, important first step to get utility on board with the city’s goals. We are in a better position that SLC was when they made an agreement with Rocky Mountain Power. Idaho Power is in the process of closing one of their coal plants and in a few years will close another one. This cooperation agreement describes the city’s goals, section 3 is the goal section. Idaho Power cannot offer Hailey anything separate from other rate payers, but they have great systems in place already and will consider new programs. Section 5, implementation and timing of plans. This is the first such agreement that Idaho Power has entered into with any municipality. 6:00:14 PM Bundy feels this is a good step in a productive relationship.

6:00:34 PM Thea, did you talk about state legislative, similar to HB411 bill in Utah? Would like to see us do that. Bundy, we’ve spoken to Ketchum and Boise, like sharing goals, talked with them about energy codes. Bundy, the HB411 got the utility company on board with the goal. 6:02:27 PM Horowitz, feels that we are farther along than Utah was at that time, and better use of our time. Thea, 23 communities have signed on after the legislation passed. Bundy it would be great if we could do that, feels it might be an uphill battle at the state level.

Idaho power comments:

6:04:40 PM Megan Ronk, Director of Business integration development, appreciated opportunity to work with staff on this cooperative agreement. There are some areas with common goals, can work together. Idaho Power’s goal of 2045 clean energy goal.

6:06:02 PM Simms thanks Idaho Power, we are encouraged by their willingness for them to work with us. Thea agrees as does Mayor Burke.

6:06:50 PM Mayor Burke, no action needed tonight, looking forward to something in a future meeting.

**NB 528** *Discussion and consideration of motion to approve Resolution 2020-____, authorizing the mayor to sign the ITD State/Local Agreement for the Croy to Quigley shared-use path, and authorizing an initial payment to ITD in the amount of $3,890.00 as a deposit to cover the state’s expenses on the project. ACTION ITEM*

6:07:29 PM Brian Yeager presents to council. 6:09:54 PM far left of map of Wood River Trail, applied for a grant to extend to East to connect to Quigley Road, agreement you have in front of you is that. 6:10:33 PM Yeager reviews, in capital projects budget, $47,600 allocated to match the project. Also, you have approved some other projects in the area. Funding coming on Curtis
This project is 93% of Croy shared path. Have considered doing similar to other part of Croy, and also have considered curb and gutter. Design timeline is 2021 summer/fall. Next year, construction, 2022. Will be trying to match other projects with this in 2022.

Thea asks, where is the funding coming from for our share? Yeager responds., the matching money actual will be $36,000, some of that money from Pathways for People, we’ve earned interest on the funds, $33,821, and sidewalk in—lieu fees. Werthheimer money is still there, and available, does not affect that project. Yeager discusses other capital projects including Quigley projects and pathways.

Thea makes motion to adopt 2020-142, approving agreement with ITD, Linnet seconds. Motion passed with roll call vote, Martinez, yes. Linnet, yes. Husbands, yes. Thea, yes.

NB 529  Report on Hailey Small Business Grant Program ACTION ITEM

Dawson, included a brief summary on the program. One business owner was appreciative of the first come first served approach. Other businesses are struggling to complete the reimbursement application program, some businesses are behind in their rent, so cannot apply for reimbursement. Dec 2 & Dec 3, information is out in community, 31 applications received, not all qualify, some need more information. Should wrap up this grant program this week.

Mary Clare Griffin, Executive Chef Services, wasn’t clear that it was a reimbursement. When she submitted her application, didn’t have expenses, took out personal loans. She is being forced to sell her house. Grateful that the City has this program, but businesses like hers are falling through the cracks.

Mayor Burke thanks Griffin for her comments. We will think about her comments.

Griffin asks if there are any other programs out there, situation is dire. Griffin has applied for jobs outside of culinary field. Applaud council for offering businesses this grant opportunity.

Linnet, asks Dawson, does the state come up with the guidelines for the grant. Dawson, broad parameters yes, specifics, city council adopted grant parameters on November 30th, used guidance from the State. Linnet asked if staff could look at this to see if it could fit needs of Griffin’s and other businesses like her. Linnet wishes there was more being done at state and federal levels.

Griffin responds to Linnet’s comments. It is upsetting to not be able to act on the funds available. Appreciates Dawson’s suggestion for Griffin to make comments to council.

Mayor Burke will discuss this with staff.
6:33:16 PM Thea asks Dawson a question about the parameters. Dawson, we will use the entire amount. If we change the parameters now, then we will change expectations to successful applicants. What we need is a new program for this group.

6:37:42 PM Mayor Burke understands Griffin’s hardship we will discuss this tomorrow.

6:38:08 PM Dawson, several applicants are in the 75% loss category, cannot pay rent so cannot apply for the entire $10,000 reimbursement.

6:39:43 PM Mayor Burke grateful to Dawson and Stokes for finding these funds and making this possible for some of our businesses.

OLD BUSINESS:

OB 530  2nd and/or 3rd Reading of Ordinance No. 1274, adopting the 2018 International Fire and Wildland Urban Interface Code, and adopt Summary ACTION ITEM

6:41:10 PM Thea moves to waive 2nd reading conduct 3rd reading of 1274, by title only authorize mayor to sign, Linnet seconds. Motion passed with roll call vote, Husbands, yes. Thea, yes. Linnet, yes. Martinez, yes.

Mayor Burke conducts 3rd Reading of Ordinance No. 1274, by title only.

Staff reports:

6:43:31 PM Simms states that 16,000 doses of the Pfizer COVID vaccine were received in Idaho today.

6:44:03 PM Dawson comments, that council approved chamber expense, city staff $50 chamber bucks gift certificates, and $25 to boards and commissions, in-lieu of a city holiday celebration and it supports local businesses.

6:44:56 PM Linnet gives Covid update, in last week, experienced a doubling of covid transfers since Thanksgiving. This Wednesday we should have another update. 1/3 of hospital is covid patients, this time of the year, holiday finds more people vacationing, corresponds to increased visits to the hospital. We should think creatively about what we can do. “The more you do the more you fill in the holes of the swiss cheese.”

6:47:55 PM Steve England, Police Chief, Andrew Tucker, new officer, graduated from POST last week, online class. Will celebrate next week, socially distanced party, that is.

6:49:01 PM Martinez, thanks staff for presentations tonight.

6:49:22 PM Thea comments on ITD, reading about Ketchum’s upcoming highway. We will look at repaving the highway. Wants to have a group formed to discuss this repaving. Bike/Ped and engineer with ITD, suggested that a group form and make suggestions to ITD. Thea wants to see
this type of group formed to prepare for this resurfacing. Wants to see bike/ped friendly changes. Mayor Burke will discuss with Brian Yeager.

6:51:49 PM Martinez moves to adjourn meeting, Thea seconds. Moton passed unanimously.
Return to Agenda
SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on January 11, 2021 and to suspend reading of them.

AUTHORITY:  □ ID Code  74-205    □ IAR ___________    □ City Ordinance/Code ______

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

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _______________  YTD Line Item Balance $__________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

☑ 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:
The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor Martha Burke. Present were Council members Heidi Husbands, Kaz Thea, Sam Linnet, and Juan Martinez. Staff present included City Attorney Christopher P. Simms, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:31:30 PM Call to order by Mayor Burke at 5:31.

Public comments:

5:32:19 PM Cece Osborn, Mountain Rides employee, works on the Safe Routes programs, projected ICE project, consider working with ITD to restripe highway. Osborn has suggestions on striping for best visibility. Mayor Burke thinks that is great and hopes Yeager and Burke can attend that meeting.

5:34:04 PM Elizabeth Jeffery – thanks clean energy resolution, feels this is most important topic of the decade. This is a tremendous task, longer task education and outreach for compliance. This work should be front-loaded and mop up in later years. Asks mayor and council to add permanent resiliency committee, for work going forward, instead of short-term ad hoc committee.

CONSENT AGENDA:

CA 001 Motion to approve Resolution 2021-01 authorizing agreement with Idaho Division of Vocational Rehabilitation, for grant money to pay for a student page in the Hailey Public Library ACTION ITEM

CA 002 Motion to ratify the Mayor’s signature on a letter of support for City of Bellevue’s Transportation Plan. ACTION ITEM

CA 003 Motion to adopt Resolution 2021-02, ratifying a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. ACTION ITEM

CA 004 Motion to ratify the Mayor’s signature on the revised Security Agreement approved on Nov. 9, 2020 with Resolution 2020-131 regarding the Final Plat of Quigley Farm & Conservation Community, LLC (Blocks 2, 3, and 4, Quigley Farms Phase 1) and a December 17, 2021 amendment to the Washington Trust letter of credit extending expiration date to 12/1/2021 ACTION ITEM

CA 005 Motion to adopt Resolution 2021-03, ratifying the Mayors signature on an Idaho Department of Water Resources contract to transfer water right number 37-22019 into the Water Supply Bank. ACTION ITEM

CA 006 Motion to adopt Resolution 2021-04, approving Letter of Engagement with Workman & Company for FY 20 Annual Audit ACTION ITEM

CA 007 Motion to ratify claims paid in the month of December 2020 ACTION ITEM

CA 008 Motion to approve claims for expenses incurred during the month of December, 2020, and claims for expenses due by contract in January, 2020 ACTION ITEM

CA 009 Motion to approve unaudited Treasurer’s report for the month of November 2020 ACTION ITEM

5:37:17 PM no items pulled
Martinez moved to approve all consent agenda items, seconded by Linnet, motion passed with roll call vote. Husbands, yes, Thea, yes. Linnet, yes. Martinez, yes.

MAYOR’S REMARKS:

5:38:18 PM Mayor Burke wants to discuss the Public Hearing items.

PUBLIC HEARINGS:

PH 010  Consideration of a Final Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. This item will not be heard tonight and will be continued on the record to January 25, 2021. ACTION ITEM

5:38:33 PM Horowitz asks for a motion to move to next meeting

5:38:42 PM Thea moves to continue this item to Jan 25, Martinez seconds. Motion passed with roll call vote. Husbands, yes. Martinez, yes. Thea, yes. Linnet, yes.

PH 011  Consideration and proposed 1st Reading of Ordinance No. ____, amending Chapter 17.04 adding new regulations for Accessory Dwelling Units, deleting minimum lot size; amending section 17.05.040, to permit Accessory Dwelling Units (ADU’s) as a permitted use in the Limited Residential-1 (LR-1) and Limited Residential-2 (LR2) zoning districts subject to criteria, including design review, setback and bulk requirements to establish maximum heights for ADU’s and lot coverage; amending section 17.06.010.A to establish an administrative design review or full design review design process for ADU’s depending on location; amending chapter 17.08 to establish supplemental regulations for ADU’s; amending Chapter 17.09 to address parking requirements for ADU’s ACTION ITEM

5:39:11 PM Horowitz introduced this item, end of Nov. suggested changes, and renoticed this item with these changes.

Linnet asks to quickly list, summary maximum size 1,000 feet, any public comments?

Horowitz, has not had any, hope to have some tonight.

Horowitz reviews the 7 changes, keep 1,000 sq. feet, 28’ height limit for stand alone ADU’s, ordinance in packet.

Public comments:

5:43:04 PM No comments
Council deliberation

5:43:27 PM Thea, clarify item 6. It does mean ADU, needs to meet privacy of home. Horowitz, you do. The current zone allows ADU’s doesn’t have that table. Will notice this for both zone districts, haven’t have complaints in GR zone but will bring to council in ordinance form. 5:45 another point, doesn’t have to go in front of P&Z unless home is in Townsite overlay area. Horowitz, yes correct.

No other questions.

5:46:08 PM Linnet, still thinks the separate height limit should not be included in this. Explained why. This restriction doesn’t accomplish what the intent. Concerned with unintended consequences. If someone has separate existing structure wants to convert to ADU. Maybe could apply to new construction. Would rather have a cleaner ordinance less complexity. Request to get rid of this, doesn’t gain us a lot or have apply to only new construction.

5:48:20 PM Thea, understands that it is for new construction. Thea does not think this is a big deal either, helps to define inferior to home on property.

5:49:07 PM Horowitz responds the way it was written, reads footnote, 24, page 130, 28’ does not apply, example Linnet gives, gray area not addressed in the draft.

Simms, comments, 5:50:05 PM idea that we need to remove or amend to allow someone to convert an existing building is a valid point.
Linnet uses same example as given before, want it to be subordinate, doesn’t feel this is significant enough to matter. Feels should remove this. Aesthetic policy choice and not a noticeable difference. 5:52:07 PM Thea, understands Linnet’s point.

Martinez, if he was a designer, then would be peeved. Agrees with Linnet, less complicated.

Husbands, #24, probably best to simplify the process.

5:54:09 PM Horowitz, we would remove whole item. Footnote, limits 2 stories and 1 story, should delete entire footnote. Linnet thinks that would be the right move.

Thea is fine with removing footnote 24 and number 7 on bullet list.

5:56:05 PM Thea moves to conduct 1st read of ordinance 1275 by title only, modify remove restriction footnote 24 and number 7, seconded by Linnet. Motion passed with roll call vote. Husbands, yes. Martinez, Linnet, yes. Thea, yes.

5:57:32 PM Mayor Burke conducts 1st Reading of Ordinance No. 1275, by title only.

PH 012 Consideration and adoption of Resolution 2021-____, authorizing the City to enter into a Joint Clean Energy Cooperation Agreement with Idaho Power as a step in the development of a new 10-year electricity franchise agreement ACTION ITEM

HAILEY CITY COUNCIL MINUTES
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6:01:04 PM Dawson gives an overview. Ready to be adopted. One minor amendment, adding a clause about underground duplicate transmission line.

Thea has a concern, to do with under the new change Dawson mentioned, City of Hailey goal, why is this here, why is this the cities goal. Linnet agrees with Thea. Thinks does not relate to this agreement. Nothing to do with redundant transmission line. Why would they want to do this?

Thea, difficult under the City of Hailey goal, doesn’t belong there should not be there.

6:04:23 PM Megan Ronk, with Idaho Power, has spoken with council several times. Spent a lot of time, goal of transmission, frankly the goal of that transmission plays, experts around the country. Moving clean energy, so felt it was important to put this in this agreement. That was the reason for the inclusion.

6:05:52 PM Thea comments, feels this is important but it is not the cities responsibility, ongoing conversation with the county for many years. Thea understands there will be additional lines. Did not understand this was the duplicate.

Burke, 6:07:04 PM, doesn’t want Hailey to take a side in this political challenge.

Megan Ronk, responds, Idaho Power believes this is important, maybe not in the correct place in the agreement, but important to include in the agreement, open to additional language, neither agree or disagree with statement.

Thea, again, redundant line does not have anything to do with this conversation.

6:09:18 PM Simms, if anywhere, paragraph 3, makes a suggestion or revision or removal.

Linnet, still feels that this is not appropriate for this agreement. Thea agrees with Linnet. Why would we even mention it.

6:11:26 PM Husbands concurs with Linnet and Thea, don’t want to get involved with the county discussion.

6:11:57 PM Martinez, feels open handed, doesn’t belong in there, surprised that it is in there. This needs to be revised.

6:12:40 PM Dawson, need public comments.

Public comments:

6:13:19 PM Elizabeth Jeffrey, support council’s statements, appreciates Idaho Power’s willingness. Don’t think this should be in there, disappointed that Idaho Power put this in the agreement.
Simms 2 option, call for motion to adopt minus the last sentence or continue to next meeting.

Dawson concurs with Simms.

Linnet recommends approving minus that sentence.

6:15:33 PM Thea has one more question about net metering. Not sure where this currently stands with Idaho Power. Net Metering was going to be taken away, but kept it, grandfathered solar power for residential. Considering having it to be 50% of replacement rate, existing was grandfathered in for new solar projects. Want to hear from Ronk, and include this in this document.

6:17:33 PM Ronk, not fully up to speed on that particular issue, could get back once she gets that information.

Thea appreciates this effort. Feels appropriate for this document. Ronk will get something by the end of this week.

Linnet is okay with waiting until we have information from Ronk.

6:20:06 PM Simms could also continue this item to Jan 25th.

6:20:21 PM Linnet, this joint statement sets out big picture goals, would like to get this done, ready to adopt.

Husbands feels it should be in this document. Thea, this is important. 6:21:37 PM Thea, solar costs are coming down. As a cooperative agreement, would like to know where Idaho Power stands on this topic.

6:23:04 PM Mayor Burke, broader goals are met in this document, don’t want to dampen efforts, be careful to not put specifics in that Idaho power can foresee in the future. Don’t want to discourage cooperation of this agreement. Thea agrees with mayor, important to cooperate.

Linnet, understands that this topic comes up with the Power commission frequently, thinks they will not be able to commit to some financial goal.

6:25:28 PM Linnet moves to approve Resolution 2021-05 with edit on page 2, removing last line of last paragraph, Thea seconds. Motion passed with roll call vote, usbands, yes. Martinez, yes. Thea, yes. Linnet, yes.

PH 013 Consideration of a Resolution No. 2021-____, authorizing the Mayor’s signature on a grant application to Idaho Department of Parks and Recreation for a new City of Hailey campground, the Croy Canyon Campground, to be located at 89 Croy Creek Road (Croy Canyon Ranch Subdivision #1, Lot 2) ACTION ITEM

HAILEY CITY COUNCIL MINUTES
January 11, 2021

--294--
6:26:40 PM Horowitz will start and Yeager is out of town but on the call tonight and can add comments.

City of School district are in the process of finalizing property swap. Horowitz shows a map. This site is quite large. Many comment that there is a need for camping around Hailey, did research, good funding source, $1.4 million annual fund funded by annual licensing. Vicinity map, .7 miles away from Hop Porter park, near Croy Creek trail head, shows RV dump and downtown Hailey. Lyons Landscape Architect has been helping us, not on call tonight. This would be a “light” camping site. Horowitz shows proposed campground, will take up about ½ of the property, entrance of campground highly visible from the road, and road drops down below site of Croy Road. Open May – October for wildlife and maintenance reasons. Tent and rv sites, class B camper, small camper, or sprinter. Sprinters don’t pay RV fees. Felt we needed a class b camper site. Road would be gravel road, 2 toilets, 1 bike tent camping area, wildlife friendly fencing near the tent camping. 6:33:16 PM living area, tent pad, delineated, logs or wood, crushed rock , picnic table, grill, drip irrigation for native trees and landscaping plants, feels easier to control natural landscape. Pull through sites, very similar, may have additional bench. Horowitz, shows a few examples, won’t have concrete pad, 2 ADA accessible sites, vault toilets similar to federal and state camp sites. Interpretive signage for information and education to public. May even touch on history of Hailey, flora and fauna in conjunction with the Wood River Land Trust. In terms of management, will bring back this to council, may have on-site camp ground host. Maybe a shorter stay limit than 16 days would be appropriate. A registration booth. Staffing would be needed, clean up, grant deadline end of January. Will bring back in 2d meeting to council. Right now we are looking around $800,000 for this campground. You will be presented details in the next meeting.

Mayor Burke asks to discuss native flora, when camping would be utilized.

6:39:37 PM Yeager speaks, working with Lyons Landscaping. Looking at drought resistance, hearty, why we have on site well to provide drip irrigation, and 2 dish washing stations. Want to get landscaping to be established before we allow camping. Either way, not eager to open up until vegetation is established. Will give more details on management in next meeting.

6:41:31 PM Thea asks, boundary creek campground, are these sites about the same size as those? Yeager, from his recollection, are further apart side to side but more narrow. These may be a little closer together, but varied site sizes and types. This is more of a community campground.

Public comments:

6:43:45 PM Mike McKenna with Chamber of Commerce, kudos to city and land trust for making this happen, thrilled to see this. This meets a need, huge need, great to offer something, improves our amenities for our community. Most importantly, create LOT, perfect for generating revenue for our businesses, thank you Lisa and all involved.

Mayor Burke is excited too.
6:45:51 PM  Amy Trujillo, Deputy Director of the Wood River Land Trust appreciates Hailey staff for minimizing wildlife impacts. Want to work with city on a couple of issues, working with Fish & Game, wildlife corridor, and or relocating corridor to another location, will be restoring Croy Creek, want to maybe move some tent campsites, want to work with appropriate fencing and signage, making sure that we are addressing security, minimize impacts to the preserve. Addressing livestock interactions, sheep in the fall. Looking forward to continued dialogue.

Mayor Burke thanks Trujillo for her comments, critical in our moving forward with this project.

Council deliberations

6:48:41 PM  Thea, thinks in further consideration, 16 days is probably more than we want. Probably 7 to 10 days is more than enough. Also, in discussing this with her husband, excited about this project. Want to keep safety a priority, should build this in from the start, and keeping respect for the site. Thea anticipates, lots of people will want to camp here. Love the diversity of the sites, really adds to the site. Feels we can do a good job in protecting the wildlife corridor. Nice to see this campground in the damaged habitat area.

Burke agrees with Thea completely. Burke asks, one site has electricity, for a host RV. And 6-7 days for a maximum stay.

6:53:31 PM  Husbands, agrees with Thea, thinks we need a host to reduce vandalism, complaints, check out times, check in times, don’t think this will be a problem to find a host. Feels 7 days is a good time. Feels this should be a premium price, maybe $35/night. A great opportunity for our city.

6:56:03 PM  Linnet, Ken Lagergren sent some comments, with questions, please keep these in mind. Agrees with Thea, campgrounds can be disgusting, a reality. Having a host is mandatory, in his mind. For fees, let’s discuss, don’t want it to be too expensive. 2 requests, maybe larger tent platforms and designated bike camping. Thinking 5 day maximum stay. Martinez, 6:58:07 PM  management, in favor of having a host, considering fees as revenue generation. Linnet has good point, secret spot, charming area without spending too much money. Land Trust is key partner in this. Blue collar camping.

Mayor agrees blue collar camping was her. Sprinting campers are more popular. Burke celebrates this idea, started talking about this in October 2020.

7:00:52 PM  Thea, Linda and Paul Ries comment, about water, can Yeager speak to this? Yeager, proposing to put in a well, but interesting in having the vegetation work, once established the plants will only need minimal irrigation. Some people are questioning whether this water usage will draw down the water table, primarily the water is ground water. This should not have much or will have minimal effect on the water level.
7:03:09 PM Thea asks, what is the size of the tent pads? Could you put 2 tents there? Yeager, 15’ x 15’, have not detailed those yet. The larger we make the RV pads, less room we have for vegetation. Yeager, there are 3 sites that are double sites. Thea how many vehicles can you fit in these sites? Yeager, generally speaking, some are very generous, some are spacious. We have overflow areas, for more parking by the interpretive sign areas.

7:06:26 PM Thea moves to approve grant application, Horowitz, grant maybe a bigger amount in next meeting, seconded by Martinez. Motion passed with roll call vote, Husbands yes. Martinez, yes. Thea, yes. Linnet, yes.

NEW BUSINESS:

NB 014 Consideration of a Special Event Application for the Hailey Arts and Snow Carving Event to be held on West Croy Street on Saturday February 6th, 2021 ACTION ITEM

7:08:11 PM James Lapointe Public works employee presents this item. Lapointe thanks Jessie and Nancy for helping with this process. This is exciting on a different level than the camping site. This event would be 4 sculptures carved by local entrance. Propose closing street while carving is being done and then open up street for people to view them. Many parameters to deal with, spaced out areas, work at different times, hand sanitizer stations, no food, water single use plastics. Blocks will be 8’ x 8’ x 8’. Street dept will build the snow blocks. Lapointe has spoken will all immediate businesses. Upon council approval, have 2 weeks to get together team, close street.

Will answer questions council may have.

Mayor Burke, didn’t we talk about filming this time-lapse video. Lapointe, yes we did. Also, will vote on Facebook, not onsite.

7:15:30 PM Thea, have gone through a couple of Canadian towns, these can be basis for events in future, “snow festival” in the future. Do you know anyone that wants to participate? Lapointe, High school may have a team.

Lapointe, Kelly Schwarz, upon approval, street dept will try to make one of these blocks tomorrow, testing material to make the forms. Material is 2”x8” lumber.

7:17:59 PM Yeager, maybe city of Hailey has a team, street shop has a team.

LaPointe adds, find someone that is in the business, to sculpt the one closest to the street. Thea, snow or ice? LaPointe, both, snow, add water, stays frozen for a long time.

7:19:23 PM Thea moves to approve special event, seconded by Husbands, motion passed with roll call vote. Husbands, yes. Thea, yes. Martinez, yes. Not sure we’ve discussed shutting down street for 2 weeks. Linnet, yes. And wants staff to discuss the closure plan.

Mayor Burke, approved event and will continue to support the local businesses. Martinez, keep track of how many people are viewing this for future reference.
Presentation of audited financial statements for FY2020, followed by motion to accept FY2020 Financial Statement as presented by Workman & Company ACTION ITEM

Dawson, audit not ready yet, will present at a later date to council.

Staff reports:

7:24:05 PM Thea, committee to look at highway 75, mayor Burke spoke with Yeager, we can change the striping. What we have approved, it is in place. Yeager, expands. Yeager has spoken with ITD, they will not support anything like curb length, separate from this project and fund themselves. As for striping, hired an engineered, 4 block section, recently heard that it was acceptable. Trying to convert all crosswalks to continental but not all of them. Will follow up and keep Mountain Rides in the loop. Yeager ends with, what we can do on Main street is very limited.

Martinez moves to adjourn, seconded by Linnet, motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2020       DEPARTMENT: Finance & Records       DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Ratification of Claims costs incurred during the month of January 2020.

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.
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:

--300--
City of Hailey

Unpaid Invoice Report - MARY'S APPROVAL

Page:

Invoice

Sequence

Number

Number

Description

Type

Invoice

Due

Invoice

Net Invoice

GL Account

Date

Date

Amount

Check Amount

Number

Job Number

GL Period Separate Check

6051 CENTURY LINK
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1 9814 260B long distance

Invoice

01/01/2021

01/14/2021

1.90

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772164

2 9814 260B long distance

Invoice

01/01/2021

01/14/2021

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1.90 200-15-41713

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772164

3 9814 260B long distance

Invoice

01/01/2021

01/14/2021

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Invoice

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6 9814 260B long distance- 33.33%

Invoice

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7 9814 260B long distance- 33.33%

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8 9814 260B long distance- 33.33%

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9 211 125B LONG DIST- TREATMENT PLANT

Invoice

01/01/2021

01/14/2021

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772164

10 211 125B LONG DIST- Water Dept

Invoice

01/01/2021

01/14/2021

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11 3147 220B LONG DIST: FIRE DEPT

Invoice

01/01/2021

01/14/2021

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12 5965-737B LONG DIST- STREET SHOP

Invoice

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5 027815002 Library

Invoice

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Jan 14, 2021 03:30PM

Posting period: 01/21


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Summary by General Ledger Account Number

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Grand Totals: 5,453.11 3,073.32 -2,379.79

### Summary by General Ledger Posting Period

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Grand Totals: 5,453.11 3,073.32 2,379.79
Return to Agenda
Council Approval of Claims costs incurred during the month of December 2020 that are set to be paid by contract for January 2021.

**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.
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 reports, ask questions about expenses and procedures, approve claims for payment.

**FOLLOW UP NOTES:**
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Total 6023 GIVENS PURSLEY LLP:

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Total 4849 GUERRERO, WENCESLAO & ESPERANZA:

61.19 61.19

Total 658 HAILEY CHAMBER OF COMMERCE:

3,114.92 3,114.92

Total 5410 HDR ENGINEERING INC:

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Total 8606 HRA VEBA TRUST: 10,111.24 10,111.24

Total 1080 HUDSON SHOES: 169.95 169.95

Total 671 IDAHO LUMBER & HARDWARE: 65.26 65.26

Total 400 IDAHO MOUNTAIN EXPRESS: 1231/2 1231/2 1231/2 1231/2

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22433 IDAHO POWER

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138 IDAHO RURAL WATER ASSOC.

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City of Hailey  
Unpaid Invoice Report - MARY'S APPROVAL  
Posting period: 01/21  
Page: 13  
Jan 21, 2021 10:46AM

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| Total 4842 URBANY, TRAVIS: |               |                                      |            |                |             | 8.70           | 8.70              |                  |           |          |               |
| Total 22444 USA BLUE BOOK: |               |                                      |            |                |             | 64.95          | 64.95             |                  |           |          |               |
| Total 4840 WAMSLEY, SCOTT: |               |                                      |            |                |             | 280.17         | 280.17            |                  |           |          |               |
| Total 4843 WANKIER, MARILYN: |               |                                      |            |                |             | 107.89         | 107.89            |                  |           |          |               |
| Total 901 WATER ENVIRONMENT FEDERATION: |           |                                      |            |                |             | 250.00         | 250.00            |                  |           |          |               |
| Total 4004 WAXIE SANITARY SUPPLY: |               |                                      |            |                |             | 42.60          | 42.60             |                  |           |          |               |
| Total 368 WESTERN STATES CAT: |               |                                      |            |                |             | 1,668.50       | 1,668.50           |                  |           |          |               |

--322--
## City of Hailey Unpaid Invoice Report

**Posting period:** 01/21 Jan 21, 2021 10:46AM

**MARY'S APPROVAL Page:** 14

### 8000 WREDE, CHRISTIAN

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--324--
### Summary by General Ledger Account Number

<table>
<thead>
<tr>
<th>GL Account Number</th>
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<th>Credit</th>
<th>Net</th>
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<td>8,511.03</td>
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<td>210-70-41795</td>
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<td><strong>Grand Totals</strong>:</td>
<td>116,897.17</td>
<td>2,395.84</td>
<td>114,501.33</td>
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### Summary by General Ledger Posting Period

<table>
<thead>
<tr>
<th>GL Posting Period</th>
<th>Debit</th>
<th>Credit</th>
<th>Net</th>
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<tr>
<td>13/20</td>
<td>250.00</td>
<td>0.00</td>
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<tr>
<td>10/20</td>
<td>250.00</td>
<td>250.00</td>
<td>0.00</td>
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<tr>
<td>01/21</td>
<td>116,397.17</td>
<td>2,145.84</td>
<td>114,251.33</td>
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</tbody>
</table>

Grand Totals:

|               | 116,897.17 | 2,395.84 | 114,501.33 |
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 1/26/2021  DEPARTMENT:  Treasurer  DEPT. HEAD SIGNATURE: BS

SUBJECT:

AUTHORITY:  □ ID Code  50-1011   □ IAR ___________   □ City Ordinance/Code ________
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Financial Statements for the month of December 2020 in “Snapshot” format follow.

Cash Flow Analysis for the past four years for December, 25 of the year.

Year to Date LOT receipts for the month of December (September-November sales and rentals) didn’t seem to suffer as much from the COVID-19 effect. YTD December 2020 receipts are down 3.32% from last year, off 6.88% from FYE 19, up 5.53% from FY18, up 7.39% from FYE17, increased 26.6% from FYE16, up 33.59% from FYE 15, 37.89% better than FYE 14, 50.56% better than FYE 13 and 55.67% stronger than FYE12. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber’s reports for December have not yet been received.

Development Impact Fees Cash Flow report is attached.

Investment Report is included. LGIP interest for December has dropped to 0.4493%.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # ___________________________    YTD Line Item Balance $ ____________
Estimated Hours Spent to Date: ________________ Estimated Completion Date: _______________
Staff Contact: ______________________________ Phone # _______________________________
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (If Applicable)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Feel free to contact me if you have any questions; please approve as consent agenda item.

FOLLOW-UP REMARKS:*
CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS  

as of 12/31/2020

<table>
<thead>
<tr>
<th></th>
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<tr>
<td></td>
<td>YTD</td>
<td>Budget</td>
<td>YTD</td>
<td>Budget</td>
<td>YTD</td>
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<td>Revenue*</td>
<td>678,338</td>
<td>5,618,064</td>
<td>254,704</td>
<td>1,706,473</td>
<td>448,372</td>
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<td>Legislative</td>
<td>33,113</td>
<td>241,625</td>
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<td>Finance</td>
<td>68,956</td>
<td>336,035</td>
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<td>Comm Dev</td>
<td>97,656</td>
<td>393,057</td>
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<td>Police</td>
<td>424,458</td>
<td>1,546,782</td>
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<td>Streets</td>
<td>275,210</td>
<td>1,422,874</td>
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<td>Public Works</td>
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<td>106,449</td>
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<td>Library</td>
<td>140,434</td>
<td>558,007</td>
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<td>Parks</td>
<td>78,682</td>
<td>421,937</td>
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<td>Fire</td>
<td>124,412</td>
<td>591,298</td>
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<td>Departmental Expenses</td>
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<td>5,618,064</td>
<td>425,303</td>
<td>2,149,310</td>
<td>303,799</td>
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<td>Net Revenue over Expenses</td>
<td>(586,802)</td>
<td>0</td>
<td>(170,599)</td>
<td>(442,837)</td>
<td>144,573</td>
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<td>Fund Balance** at 9/30/2019</td>
<td>2,642,481</td>
<td>2,642,481</td>
<td>3,668,227</td>
<td>3,668,227</td>
<td>3,834,393</td>
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<tr>
<td>Change in Fund Balance</td>
<td>(586,802)</td>
<td>0</td>
<td>(170,599)</td>
<td>(442,837)</td>
<td>144,573</td>
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<tr>
<td>CASH IN BANKS</td>
<td></td>
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<tr>
<td>Cash in Combined Checking</td>
<td>(256,860)</td>
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<td>(73,825)</td>
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<td>(73,664)</td>
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<td>3,205,101</td>
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<td>LGIP</td>
<td>15,626</td>
<td></td>
<td>196,124</td>
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<td>611,753</td>
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<td>32,035</td>
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<td>839,805</td>
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* For Revenue detail, please see General Fund Cash Flow Comparison.

** Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.
GENERAL FUND CASH FLOW ANALYSIS AS OF DECEMBER 31
GENERAL FUND REVENUE
Acct No
100-00-31001
100-00-31009
100-00-31910
100-00-31911
100-00-32205
100-00-32208
100-00-32209
100-00-32210
100-00-32211
100-00-32212
100-00-32213
100-00-32215
100-00-32216
100-00-32220
100-00-32230
100-00-32234
100-00-32235
100-00-32236
100-00-32237
100-00-32257
100-00-32265
100-00-32266
100-00-32273
100-00-32280
100-32286,32217

100-00-32290
100-00-32294
100-00-32296
100-00-32298
100-00-32413
100-00-32415
100-00-32417
100-00-33510
100-00-33550
100-00-33560
100-00-33570
100-00-34002
100-00-34000
100-00-34003
100-00-34004
100-00-34006

Account Description
Property Taxes from County
Sales Tax Revenue through Coun
Penalties & Interest On Taxes
Motor Vehicle Fines through Co
Alcohol Catering Licenses
Auto Transportation Drivers Li
Police Security
Building Permits
Business Licenses
HPD Traffic School + Muni Code Violtns
Business Licenses - LOT
Donations-Fireworks
Donations- Miscellaneous
Encroachment Permits
Franchises-Cable T.V.
Banner Fees
Franchise Fees-Idaho Power
Franchises-Intermountain Gas
Rubbish Company Franchise Fees
Library Fines & Memberships
Park Rental Fees
Hailey Rodeo Park Rental Fees
Property Sales
R. V. Dump Fees
Sign and Fence Permits
Fire Dept Permits
Subdivision Inspection Permits
Zoning Applications
Maps, Copies & Postage
Interest Earned
Refunds
Mutual Aid Reimbursements
State Shared Liquor Apport.
State Shared Sales Tax
State Shared Highway Users Fun
State Shared Grant
Capital Pr
Recycling Outreach CCD Contract
Rubbish Bookkeeping Contract
Police Security Contracts
Police Security Contracts-School

FYE 21
CURRENT YEAR
at 12/31/2020
123,814
1,331
13,695
73,526
5,840
280
123,268
2,425
1,187
2,350
21,276
103
39,012
5,514
21,249
1,241
2,250
477
270
7,874
12,302
9,463
988
4,667
4,171
26,001

Budget
2,785,514
157,250
14,500
85,000
1,000
500
225,000
30,000

32,636
5,865

390,745
7,500
10,000
8,000
80,000
4,000
188,000
66,700
78,800
10,000
10,000
4,000

125,721

1,200
2,000
19,000
1,000
25,000
5,000
40,000
15,000

224
160
479

223,285
490,908
331,268

46,395
3,542
21,249
1,645
95,669

FYE 20
PRIOR YEAR
at 12/31/2019
53,074
54,116
1,170
19,053
20

13,330
78,800
10,000
185,764

9,868
2,225
19,317
600
15,766
5,457
21,088
3,043
2,775

15,834
1,396
14,788
15,792
0

311,305
0
3,515
21,088
595
92,883

Budget
2,670,063
185,969
14,120
100,000
3,500
0
250,000
43,000
0
648,300
15,000
25,000
14,000
79,583
5,000
185,900
73,500
76,000
15,000
16,560
10,000
10,000
1,000
2,500
21,637
2,000
29,000
10,000
45,000
20,250
0
202,855
543,188
389,894
0
12,500
76,000
13,500
185,764

FYE 19
PRIOR YEAR
at 12/31/2018
119,268
49,278
1,266
20,265
20

14,714
8,190
131,995
0
15,160
2,025
19,320
900
12,546
5,466
19,440
3,384
675
350
530
2,928
0
7,732
11,169
13,733
7,413
0
0

45,610
0
3,240
19,440
816
90,177

Budget
2,569,002
164,614
14,120
50,000
4,000
0
301,912
42,500
0
621,300
15,000
25,000
13,742
79,583
6,000
65,900
73,500
75,330
19,000
20,000
19,000
10,000
1,000
3,000
21,635
2,000
35,000
9,500
40,000
24,000
0
198,245
506,954
384,904
0
12,000
75,330
3,500
180,353

FYE 18
PRIOR YEAR
at 12/31/2017
121,693
44,894
1,442
9,385
40

33,868
5,525
60
116,453
0
10,840
450
19,761
400
13,464
5,807
18,321
3,635
1,800
0
0
205
260
3,152
0
20,224
5,578
6,784
9,254
24,454
0
0
0
5,280

Budget
2,449,925
154,592
14,817
50,000
4,000
0
0
262,500
45,000
4,000
615,300
15,000
25,000
13,088
79,583
7,000
60,900
73,500
75,330
18,000
20,000
19,000
5,000
1,000
4,500
20,607
2,000
24,000
8,000
10,000
12,000
20,000
181,838
495,062
370,451
0

3,053
18,321
816
87,604

12,000
75,330
3,500
175,100

100-00-34007 Bellevue Marshall's Office
100-00-34008 WR Fire Assistant Chief Contract
GENERAL FUND REVENUE
REVENUE DIFFERENCE FROM PREVIOUS YEAR

5,264

20,000

9,030

92,109

22,357

89,427

21,075

86,822

678,338

5,618,064

858,884

6,087,692

649,408

5,776,351

613,898

5,513,745

241,625

209,475

33,113
68,956
97,656
424,458
275,210
22,219
140,434
78,682
124,412
1,265,140

336,035
336,035
393,057
1,546,782
1,422,874
106,449
558,007
421,937
591,298
5,376,439

44,625
83,854
85,986
431,944
328,157
21,586
137,182
92,048
102,346
1,327,728

(586,802)

241,625

(468,844)

(180,546)

35,510

841

GENERAL FUND EXPENSES
LEGISLATIVE
FINANCE
COMMUNITY DEVELOPMENT
POLICE
STREET
ENGINEER/PUBLIC WORKS
LIBRARY
PARKS
FIRE
TOTAL GENERAL FUND EXPENSES
GENERAL FUND INCREASE (DECREASE)

341,124
357,468
424,437
1,645,838
1,513,633
110,384
593,566
448,909
652,333
6,087,692

0

52,476
81,230
92,907
428,723
265,464
18,504
154,750
72,975
154,880
1,321,909

(672,501)

323,320
355,511
424,437
1,562,004
1,340,753
107,110
579,565
448,909
634,742
5,776,351

0

19,320
71,285
60,685
366,274
186,662
22,428
132,321
43,392
132,931
1,035,298

296,944
324,335
369,504
1,521,338
1,309,195
95,295
560,574
435,848
600,712
5,513,745

(421,400)

0

PROPRIETARY FUNDS
254,704
425,303
(170,599)

1,706,473
2,149,310
(442,837)

210,282
268,336
(58,054)

1,766,800
3,006,738
(1,239,938)

248,516
359,945
(111,429)

1,674,129
2,339,715
(665,586)

236,560
206,178
30,382

1,696,629
2,134,473
(437,844)

WASTE WATER FUND REVENUE
WASTE WATER FUND EXPENSES
WASTE WATER FUND BALANCE

448,372
303,799
144,573

2,050,000
2,802,139
(752,139)

548,085
268,355
279,730

2,050,000
2,573,447
(523,447)

511,869
248,816
263,053

2,019,875
2,313,966
(294,091)

521,986
264,514
257,472

1,994,875
2,376,898
(382,023)

WATER replacementFUND REVENUE
WATER replacement FUND EXPENSES
WATER replacement FUND BALANCE

201,662
20,451
181,211

141,720
252,000
(110,280)

46,827
12,502
34,325

138,640
123,000
15,640

30,807
0
30,807

94,620
58,460
36,160

31,579

36,160
94,620
(58,460)

WASTE WATER replacement FUND REVENUE
WASTE WATER replacement FUND EXPENSES
WASTE WATER replacement FUND BALANCE

127,211
0
127,211

82,160
523,000
(440,840)

28,150

82,160
430,000
(347,840)

13,009
0
13,009

56,260
430,000
(373,740)

WATER FUND REVENUE
WATER FUND EXPENSES
WATER FUND BALANCE

1/20/20214:37 PM

28,150

31,579
18,788
18,788

56,260
430,000
(373,740)

--330-FY21 PRIOR YEAR COMPS.xlsxM:\10 Financial\General Ledger\FY 21\FY21 PRIOR YEAR COMPS.xlsx


## CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

### EXPENDITURE DESCRIPTION

<table>
<thead>
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<th>MONTH</th>
<th>PAYMENTS</th>
<th>Air Services</th>
<th>HAILEY ICE &amp; CHAMBER &amp; MT RIDES</th>
<th>EMERGENCY SERVICES</th>
<th>TOTAL EXPENSES</th>
<th>1% Air</th>
<th>RECEIPTS</th>
<th>% Chg</th>
<th>LOT BALANCE</th>
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<td>$312,734.63</td>
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<td><strong>Accumulative totals through 9/30/19</strong></td>
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<td><strong>Fiscal Year-end change</strong></td>
<td>down 3.32% from FY20, down 6.88% from FY19, up 5.53% from FY18, up 7.39% from FY17, up 36.6% compared with FY 16, +33.59% compared with FY 15, +37.89% compared with FY 14, up 50.56% when compared with FY 13, +55.67% compared with FY 12 and +67.21% compared with FY 11</td>
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<td>Month of L.O.T. Payment to Retail Establishment</td>
<td>Lodging &amp; Rental Cars 3% Tax</td>
<td>Short Term 3% Tax</td>
<td>1% Air</td>
<td>Alcohol 2% Tax</td>
<td>Restaurant Food 1% Tax</td>
<td>Monthly Total</td>
<td>Penalty</td>
<td></td>
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<td>-----------------------------------------------</td>
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<tr>
<td>FYE 9/30/2006 (3 months collected in first year)</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
<td>$3,000.00</td>
<td>$4,000.00</td>
<td>$5,000.00</td>
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<td>$10,000.00</td>
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<td>$2,400.00</td>
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**[Click here for the full Excel spreadsheet](http://example.com)**

---

**Note:** The table above contains data from a financial report. The data includes details such as tax payments, income, and expenses for various months and fiscal years. The data is organized in a tabular format, with columns for different categories such as lodging, rental cars, short term, alcohol, and restaurant food, along with monthly totals and penalties. The fiscal years range from FYE 9/30/2006 to FYE 9/30/2018. The table also includes notes on the collection of payments and tax rates applied. For a full understanding, please refer to the attached Excel spreadsheet.
# CASH FLOW of 1% LOT for FYE 20 (October - September revenues and receipt of funds)

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<th>FY20 Budget</th>
<th>FY20 Budget</th>
<th>FY20 Budget</th>
<th>FY20 Actual</th>
<th>FY20 Actual</th>
<th>FY21 Budget</th>
<th>FY21 Budget</th>
<th>FY21 Budget</th>
<th>FY21 Actual</th>
<th>FY21 Actual</th>
<th>AMOUNT</th>
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<td>OCT</td>
<td>Bed/CAR3%</td>
<td>14,000.00</td>
<td>4,666.67</td>
<td>4,438.00</td>
<td>17,021.79</td>
<td>5,673.93</td>
<td>5,000.00</td>
<td>1,666.67</td>
<td>1,585.00</td>
<td>19,587.91</td>
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<td>Bed/CAR1%</td>
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<td>1,182.05</td>
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<td>1,182.05</td>
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<td>Bud net</td>
<td>27,486.18</td>
<td>7,031.93</td>
<td>8,621.93</td>
<td>27,486.18</td>
<td>7,031.93</td>
<td>8,621.93</td>
<td>27,486.18</td>
<td>7,031.93</td>
<td>8,621.93</td>
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<td>MINUS COST</td>
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**PAYABLE: SUN VALLEY AIR SERVICES BOARD**

**ACCOUNT CODE:** 100-10-41707

email Kathleen kschwartzenberger@ketchumidaho.gov

and Eric Ebertovich@KetchumIdaho.org

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<th>Num</th>
<th>Name</th>
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**The Chamber- Hailey, Wood River Valley**

**LOT Transaction Detail**

**Accrual Basis December 2020**

12:08 PM

01/13/21

--335--

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| computer exp/dropbox | 11.99 | 11.99 | | 23.98 | | | | | | | | | - |
| brochures and mailhouse | - | - | - | - | | | | | | | | | - |
| PPE equipment | 137.42 | | | 137.42 | | | | | | | | | - |
| total | 3,108.29 | 8,442.07 | 3,114.92 | 14,665.28 | | | | | | | | | - |

1/21/2019:46 AM

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<td>29,694</td>
<td>5,123</td>
<td>356,577</td>
</tr>
<tr>
<td>DIF - CIP</td>
<td>18,295</td>
<td>4,313</td>
<td>5,638</td>
<td>2,374</td>
<td>10,041</td>
<td>7,686</td>
<td>1,328</td>
<td>49,675</td>
</tr>
</tbody>
</table>

**Development Impact Fee Cash Flow**

**REVENUE**

<table>
<thead>
<tr>
<th>Date</th>
<th>9/30/2016</th>
<th>9/30/2017</th>
<th>9/30/2018</th>
<th>9/30/2019</th>
<th>9/30/2020</th>
<th>12/31/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIF - PARKS</td>
<td>78,592</td>
<td>2,760</td>
<td>11,600</td>
<td>6,650</td>
<td>10,015</td>
<td>16,736</td>
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<tr>
<td>DIF - POLICE</td>
<td>51,620</td>
<td>9,624</td>
<td>271</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>DIF - TRANSP</td>
<td>300,309</td>
<td>91,812</td>
<td>73,123</td>
<td>42,775</td>
<td>115,827</td>
<td>126,801</td>
</tr>
<tr>
<td>DIF - FIRE</td>
<td>204,131</td>
<td>39,290</td>
<td>22,008</td>
<td>17,663</td>
<td>38,668</td>
<td>29,694</td>
</tr>
<tr>
<td>DIF - CIP</td>
<td>18,295</td>
<td>4,313</td>
<td>5,638</td>
<td>2,374</td>
<td>10,041</td>
<td>7,686</td>
</tr>
</tbody>
</table>

**Int FYE**

- Int FYE 09: 690.37
- Int FYE 10: 572.52
- Int FYE 11: 765.40
- Int FYE 12: 588.57
- Int FYE 13: 233.40
- Int FYE 14: 186.99
- Int FYE 15: 166.25
- Int FYE 16: 716.45
- Int FYE 17: 1,008.97

**Expenses, actual and proposed thru FY20**

- DIF bal: 392,728.37
- Incl interest: 614,679.52

**Cash in LGIP**

- Difference: 187,231.91

**Balance to 10/1/1**

- FY 19 Budgeted Expenses: 46,672
- FY 20 Budgeted Expenses: 26,497
- Anticipated Bal 9/30/20: 20,175

**ReCap, With Projected Spending of DIF for Capital Projects FYE11-21**

<table>
<thead>
<tr>
<th>Category</th>
<th>FYE 11-20 Budgeted Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck/Street Dept (30,000)</td>
<td>Snow Plow Wing (13,750)</td>
</tr>
<tr>
<td>Skatepark Expansion (22,070)</td>
<td>HPD Station (25,634)</td>
</tr>
<tr>
<td>Skatepark Irr. Syst (21,000)</td>
<td>Park Projects (12,300)</td>
</tr>
<tr>
<td>RV Dump Station (20,000)</td>
<td>Fire Truck FY 16 (27,224)</td>
</tr>
<tr>
<td>Fire Station Design</td>
<td>Street Projects FY17</td>
</tr>
<tr>
<td>Woodside Roundabout (180,881)</td>
<td>Public Safety Bldg FY17 (36,027)</td>
</tr>
<tr>
<td>Firetruck - used (75,563)</td>
<td>Fire Truck FY 17 (134,690)</td>
</tr>
<tr>
<td>R Caplan CIP update (9,500)</td>
<td>Broadford Road Bal CGS</td>
</tr>
<tr>
<td>TischlerBise</td>
<td>Chipper/Spreader 30% 74K (22,325)</td>
</tr>
<tr>
<td>Skatepark</td>
<td>Balmoral Park complete (26,497)</td>
</tr>
<tr>
<td>FY16 Proposed and Spent:</td>
<td>PWAP 2nd, Croy FY18 (115,928)</td>
</tr>
<tr>
<td>Snow Plow Wing</td>
<td>PWAP Myrtle, etc FY19 (187,000)</td>
</tr>
<tr>
<td>Total FYE 11-20 (Budgeted)</td>
<td>Total FY 11-20 (budgeted): 110,091</td>
</tr>
</tbody>
</table>

**DEVELOPMENT IMPACT FEE CASH FLOW**

**12/31/2020**

**Recap by Category, not including Interest**

<table>
<thead>
<tr>
<th>Fees</th>
<th>PARKS</th>
<th>POLICE</th>
<th>TRANSP</th>
<th>FIRE</th>
<th>CIP</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>EXPENSES FYE 08</td>
<td>30,000</td>
<td>-</td>
<td>-</td>
<td>30,000</td>
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<tr>
<td>EXPENSES FYE 09</td>
<td>18,567</td>
<td>-</td>
<td>-</td>
<td>18,567</td>
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<td></td>
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<tr>
<td>EXPENSES FYE 10</td>
<td>-</td>
<td>135,686</td>
<td>7,500</td>
<td>218,749</td>
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<tr>
<td>EXPENSES FYE 11</td>
<td>-</td>
<td>45,195</td>
<td>9,500</td>
<td>54,695</td>
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<tr>
<td>EXPENSES FYE 12</td>
<td>-</td>
<td>31,981</td>
<td>134,690</td>
<td>164,371</td>
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<tr>
<td>EXPENSES FYE 13</td>
<td>-</td>
<td>22,325</td>
<td>205,496</td>
<td>227,821</td>
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<tr>
<td>EXPENSES FYE 14</td>
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<td>5,091.73</td>
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<td>EXPENSES FYE 15</td>
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<td>3,037.15</td>
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**Difference**

187,231.91

- Incl interest: 392,728.37
- Cash in LGIP: 205,496.46
<table>
<thead>
<tr>
<th>FUND</th>
<th>STATE INV POOL</th>
<th>PIPER JAFF</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>DEC interest 0.449%</td>
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</tr>
<tr>
<td>GENERAL (includes Fireworks and PARK)</td>
<td>2,472,954.43</td>
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<tr>
<td>CAPITAL PROJECTS</td>
<td>854,798.16</td>
<td>854,798.16</td>
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</tr>
<tr>
<td>CAPITAL PROJECTS DIF Reserve</td>
<td>205,496.46</td>
<td>205,496.46</td>
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</tr>
<tr>
<td>CAPITAL PROJECTS Public Art</td>
<td>32,790.58</td>
<td>32,790.58</td>
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</tr>
<tr>
<td>CAPITAL PROJECTS Pathways 4 P</td>
<td>232,812.45</td>
<td>232,812.45</td>
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<tr>
<td>RODEO PARK PROPERTY TAX RCPTS</td>
<td>61,041.08</td>
<td>61,041.08</td>
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<tr>
<td>WATER REVENUE</td>
<td>3,205,101.34</td>
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<td>WATER RATE STABILIZATION</td>
<td>196,124.02</td>
<td>196,124.02</td>
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<td>WASTE WATER REV</td>
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<td>WASTE WATER BOND RESERVE</td>
<td>611,753.04</td>
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<tr>
<td>WASTE WATER RATE STABILIZATION</td>
<td>839,804.85</td>
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<tr>
<td>WATER REPLACEMENT</td>
<td>2,830,530.14</td>
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<td>2,830,530.14</td>
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<tr>
<td>WASTE WATER REPLACEMENT</td>
<td>1,795,953.77</td>
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<td>1,795,953.77</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>15,620,263.16</strong></td>
<td>-</td>
<td><strong>15,620,263.16</strong></td>
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</tbody>
</table>
CITY OF HAILEY, IDAHO TREASURER’S QUARTERLY REPORT
FOR THE FIRST QUARTER ENDING 12/31/20 OF THE FISCAL YEAR ENDING SEPTEMBER 30, 2021

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>GENERAL FUND</th>
<th>GENERAL OBLIGATION FUND</th>
<th>WATER AND SEWER FUND</th>
<th>WATER SEWER USER FUND</th>
<th>SEWER REPLACEMENT FUND</th>
<th>TOTAL CITY</th>
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<tbody>
<tr>
<td>TAXES</td>
<td>$125,145</td>
<td>$278</td>
<td>$268</td>
<td>#DIV/0!</td>
<td>$268</td>
<td>$125,692</td>
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<td>FEES</td>
<td>$437,179</td>
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<td>$188,956</td>
<td>$249,624</td>
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<td>STATE REV</td>
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<td>$6,553</td>
<td>$118,396</td>
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<td>$268</td>
<td>$268</td>
<td>$268</td>
<td>$1,964,689</td>
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<tr>
<td>TRANSFERS (1)</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$1,964,689</td>
</tr>
<tr>
<td>TRANSFERS (2)</td>
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<td>$125,692</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$125,692</td>
<td>$1,964,689</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$678,339</td>
<td>$106,673</td>
<td>$106,673</td>
<td>$106,673</td>
<td>$106,673</td>
<td>$1,964,689</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSE</th>
<th>SALARY</th>
<th>CAPITAL</th>
<th>OPERATIONS</th>
<th>BONDS</th>
<th>TOTALS</th>
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<tr>
<td>$850,385</td>
<td>$17,500</td>
<td>$6,0281</td>
<td>$387,630</td>
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<td>$1,265,140</td>
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<td>$159,235</td>
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<td>$166,196</td>
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<td>$20,451</td>
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<td>$1,190,566</td>
<td>$-</td>
<td>$-</td>
<td>$791,301</td>
<td>$-</td>
<td>$2,089,724</td>
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</tbody>
</table>

Cash - Revenues over or (under)Expenses $586,801 $31,642 $268 $188,956 $175,679 $108,157 $181,210 $127,211 $(125,035)

(1) Grant expenses are reimbursed in period following expenditure

Citizens are invited to inspect detailed supporting records of the above financial statements at Hailey City Hall; 115 So Main Suite H or at www.HaileyCityHall.org

Becky Stokes, City Treasurer

Posted WWW.HAILEYCIYTHALL.ORG JANUARY 31, 2021

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Return to Agenda
CITY OF HAILEY
State of the City – January 25, 2021

Mayor Martha Burke’s state of the City remarks emphasize the amazing progress the City of Hailey has made in the past year, as well as the creativity and community-centric initiatives that continually unfold. Despite an expectation of delay and disruption from the pandemic, Hailey has not been delayed in so many key areas:

- the economy and the city’s financial position have grown
- community relationships have grown
- communication has improved
- development has progressed
- the business community has been assisted in facing challenges brought on by the pandemic,
- students continued to be educated
- new parks are under development
- 133 new housing units are under construction
- new lots have been platted
- community participation in city meetings and processes has been fostered through city staff’s quick pivot toward electronic meeting access
- resiliency initiatives have progressed and partnerships have been developed
- intergovernmental relationships and cooperation are at an all-time high
- we all have a better understanding of our strong community values
- community heroes continue to emerge, who shine in their work and their professional missions.

Mayor Burke requested the city administrator to work with city departments in January 2021 to identify the top new initiatives within each department, as well as top priorities in completing initiatives begun in previous years. Her remarks also emphasize and support the work from the departments, summarizing her key initiatives primary focus in the upcoming year:

1. **People first.** Whether it be residents, workers or students, we foster an environment in which the safety, wellbeing, hope, dignity and happiness of our community are our first priority.

2. **Safety.** Through emergency services, infrastructure development and infrastructure maintenance, safety and the community wellbeing is our mission.

3. **Vibrancy.** We plan to move out of the huddles caused by the pandemic and move into robust community vibrancy throughout the coming months.

The results of the initiatives from each department are in the outline below.

**Administration (Clerk, Treasurer and Administrator)**

1. Communication improvements including website redesign and efficient e-blast correspondence.
2. Financial software improvements to create greater efficiencies and more graphic reporting.
3. Continued IT implementation for greater public access, including access to electronic forms and documents.
4. Employee training and development, providing an employee-development culture which offers fair wages and benefits.

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Community Development

1. **Croy Canyon Campground.** Work with public works, grant administrators, Blaine County, WRLT, citizens and other stakeholders to ensure successful entitlement, construction, completion and operation of the Hailey Croy Canyon Campground.

2. **Urban Renewal:** expand efforts to include successful bonding and construction of the River Street bike path improvements; expand Downtown Beautification to key side streets that connect to River Street (flowers, furniture, art); create additional Urban Renewal districts.

3. **Sustainability efforts and Urban Agriculture:** pursue elements of the upcoming Climate Action Plan related to public gardens in the Rights of Way; local food initiatives; tree planting for carbon offsets; strong enforcement of the Build Better Program.

4. **Climate Action Plan:** Will take more than one year; will involve partnering with others-ongoing- will lead to the code changes such as revamping Zoning Code to “modernize” residential zones, including smaller lot sizes and revamping the Subdivision Code to require low-water use yards, transportation, connectivity, other energy initiatives.

5. **River Street Redevelopment and Revitalization:** tied to #2 above, but these elements are ongoing and will not be completed in 2021: keep a strong focus on River Street to 1) implement BUILD Grant Improvements: 2) leverage private development to expand River Street amenities; 3) work towards long-term land use improvements such as relocation of UPS.

Hailey Fire Department

1. Community health is our top priority right now. The vaccine is being administered according to the plan by The Department of Health and the State of Idaho. As of this point it is slightly ahead of schedule and will be available to more people soon. The Hailey fire Department is working with the Department of Health to find suitable sites and personnel to help administer the vaccine. This will help take the pressure off the clinics and pharmacies, as more people become eligible to receive it.

2. Another focus is training. Our new recruit training will begin at the end of this month. We have 4 cadets this year and with the virus restrictions still in place each department will be training their own cadet’s in house. This will be a large effort and time commitment from our full time and volunteer staff. We also will be trying to send some of our current staff to training that focus on getting our wildland deployment program back to a more available status.

3. At the start of this schoolyear we were planning on restarting our Explorer program. This is a combined effort with Fire, Police, Medical and Search and Rescue. This allows high school age children to explore these careers and help our valley emergency services in a limited compacity. Due to the virus restrictions that was not able to happen and I am hoping we can start it next schoolyear.

4. The seismic retrofit project at the station is finally getting underway and hopefully will be completed by May.

5. We would also like to work more on station beautification. We have been doing some projects around the front of the station with some low maintenance landscaping and this year we hope to work on the back of the station and eliminate the noxious weed problem and make it look like we are not on a vacant lot.

Hailey Police Department

1. **Traffic Enforcement**
   - As with year’s past, this continues to be our #1 complaint/concern, bar none.
   - We are for quality over quantity, keep red & blues rolling – enforcement occurs.
   - Once fully staffed, we are projecting having a dedicated “Traffic Officer”.

2. **Case Follow-Up/Throug**
   - This has been an issue that needs attention, especially moving to CentralSquare.
   - Make sure paperwork, case flow, BWC videos are flowing as they should.

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• Follow through with victims and PAs regarding certain cases.

3. Salaries & Fleet
• This will be an initiative until we are competitive with neighboring agencies.
• These have depleted over the last 15 years and need attention.
• Reviewing “out-of-the-box” ways, while maintaining fiscal responsibility.

4. Finish Implementation & Training of CentralSquare
• This is the program we are moving to county-wide.
• Make sure HPD Personnel are proficient with this new software.
• Make sure flow of paperwork does not get interrupted.

5. Community Involvement/Relations
• Continue transparency and updates via social media.
• Continue to carry-on with programs, yet be mindful of the COVID-19 climate.
• Coffee with a Cop, Neighborhood Watch, and other community-based efforts.

6. Continue to Build Partnerships with Local Non-Profits
• NAMI, Advocates, Hunger Coalition, Senior Connection, St. Luke’s CCH, etc.
• This way new hires and some veteran ones know essential external resources.
• Work with new NAMI ED Shipley to get all Officers trained in CIT.

Hailey Public Library
1. finishing the outdoor space and seating (hopefully working with the City)
2. redesigning our website.
3. a new strategic plan
The initiatives below have been ongoing and will continue into 2021 and beyond.
1. Accessibility
• Creating a 24-hour access library
  o grow virtual collections
  o expand virtual librarian assistance
  o maximizing use of outdoor space
    ▪ more seating and shade
    ▪ outdoor programming/events
  o strengthen broadband internet
2. Equity
• Expand outreach in our Latin community
  o Create a Hispanic task force/committee
• Expand young children’s programs
  o Hire bi-lingual youth services staff
  o expand early literacy and parent education
  o Grow youth collections
• Work with community partners to address the needs of underserved populations
  o Hunger Coalition/Bloom Truck
  o Valley libraries
  o Advocates
  o Senior Connection
3. Sustainability
• Educate the community on library resources available
  o books in physical and virtual formats
  o databases for academic research, job skills, testing, genealogy
  o programming
  o access to work/study/meeting/tutor/general use space
• Support employee retention
- Offer educational & staff development opportunities
- Develop pay scale relevant to the profession

- Fiscal/budget responsibility
  - Examine the current budget for possible areas of refinement
  - Explore levy and districting options
  - Organize philanthropy efforts to enhance library resources

- Explore grant opportunities
  - Collection development
  - New seating
  - Signage
  - Website redesign consulting
  - Outdoor landscaping

- Actively support the City’s sustainability plan
  - Reduce waste and improve recycling habits
  - Utility reduction
  - Other as recommended by the City

PUBLIC WORKS

1. Develop resiliency and redundancy across divisions for infrastructure maintenance in the face of the unexpected
2. Develop resiliency and redundancy across divisions employees of system knowledge
3. Develop resiliency and redundancy in electronic systems for wider use and implementation

Water Division

1. Complete the Water Divisions Emergency Response Plan for the EPA that is due June 30th.
2. Install a liquid chlorine system at 3rd Ave. we are in the process of adding on to the building to accommodate the infrastructure.
3. New pressure reducing station for Della View subdivision area.

Wastewater Division

1. Wastewater Facility Masterplan
2. Upgrades of electrical components and equipment in the process room, i.e., blowers, filter panel, UV system, and headworks findscreen upgrade.
3. Recruitment, as our current team of employees are dedicated long-term assets, who have successfully worked together to keep the wastewater system functioning as per design. Some will be retiring in the near future. Recruitment and training new committed employees for the city’s growing infrastructure.

Park Division

1. Water conservation
2. South Woodside Park Construction
Street Division

1. Fleet Maintenance and Upgrades. Take left over snow removal funding and put it straight into equipment replacement and repairs. Make this an ongoing policy when funding is available from the snow removal budget.

2. Employee retention and training. Modify current training procedures with available funding to keep employee salaries as competitive as possible with the current rise in the cost of living changes and training short falls.

3. Management of parking in rights of way, through public outreach and enforcement.

4. Current level of service will suffer with the size of the department in comparison to the growth trend and the diminishing budget levels. Increased funding is necessary to help maintain a stable level of service with the anticipated growth trend we are seeing. The city needs to do an analysis that looks at current budgets and staffing levels in Public Works and implement a strategic growth plan that has an above average chance of funding possibilities in comparison to expected growth. The current surges in growth and lulls in funding we should find a middle ground that allows departments to focus on positive growth and not reactive budgeting.

EXISTING STRATEGIC PLANNING DOCUMENTS:
City of Hailey
Hailey Art & Historical Preservation Commission Annual Strategic Plan
Hailey Tree Committee Urban Forestry Plan (5-Year Plan)
Hailey Parks, Lands & Trails Master Plan (Updated 2018)
Hailey Greenway Master Plan (Adopted 2017)
Hailey Transportation Master Plan (Updated 2019)
Blaine County Bike-Pedestrian Master Plan (Adopted 2015)
Hailey Comprehensive Plan (Updated 2012)
Hailey Annual Budget and Financial Statements
Hailey Annual Capital Improvement Plan Worksheet (updated 2020)
Hailey Development Impact Fee Capital Improvement Plan (adopted 2016)
Hailey Annexation Fee Report (adopted 2016)
Hailey Energy Assurance Master Plan (Adopted 2012)
Hailey Water Systems Master Plan (Updated 2015)
Hailey Wastewater Systems Master Plan (Updated 2012 with update in process)
Hailey Emergency Operations Plan (Adopted 2011)

Partners
Hailey Urban Renewal Agency Master Plan (Adopted 2015)
Mountain Rides Transportation Authority Annual Strategic Business Plan
Senior Connection Annual Strategic Business Plan
Chamber of Commerce Annual Report and Strategic Plan
ARCH Community Housing Trust Information Documents
Blaine County Housing Authority Strategic Direction Plan and 2011 Housing Needs Assessment
Blaine County Emergency Operations Plan (Adopted 2009)
Blaine County All Hazards Mitigation Plan (Updated 2015)
Blaine County Recreation District Annual Strategic Plan
Blaine County School District Annual Strategic Plan
Wood River Land Trust Annual Strategic Plan
USGS Groundwater Study Report
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021       DEPARTMENT: Community Development       DEPT. HEAD SIGNATURE: LH

SUBJECT: Consideration of a Final Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

AUTHORITY: ☐ ID Code ____________   ☐ IAR ____________   ☐ City Ordinance/Code Title 16
(IFAPPLICABLE)

BACKGROUND: On March 30, 2020, the Hailey Planning and Zoning Commission considered a Preliminary Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District.

All driveways are oriented toward internal alleys (Heartland Way, Hopper way and Herder’s Way); all onsite parking is located below grade or within the proposed structures.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code. The project is located in the Limited Business (LB) Zone District.

This property is subject to a P.U.D. Development Agreement dated January 10, 2005 and Amendments to the Development Agreement dated December 12, 2009, December 20, 2010 and November 6, 2012. Design Review for the project (Phase I through IV) was approved December 16, 2019.

ATTACHMENTS:
  1. Staff Report
  2. Final Plat of Block 2 (Phase I)

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 ☐ City Administrator ☐ Engineer ☐ Building
☐ Library ☐ planning ☐ Fire Dept.
☐ Safety Committee ☐ P & Z Commission ☐ Police ☐ _______________
☐ Streets ☐ Public Works, Parks ☐ Mayor ☐ _______________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing on the Sweetwater Communities Final Plat Application Block 2, Phase 1

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Motion Language:

Approval: Motion to approve the Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, finding that the application meets all City Standards, and that Conditions (a) through (d) are met.

Denial: Motion to deny the Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, finding that ________________ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to ________________ [Council should specify a date].

Date __________________________
City Clerk __________________________

FOLLOW-UP:
*Ord./Res./Agrmt. /Order Originals:  *Additional/Exceptional Originals to: ________________
Copies (all info.):  Copies
Instrument # ________________
To: Hailey City Council

From: Robyn Davis, Community Development City Planner

Overview: Consideration of a Final Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units.

Hearing: January 25, 2021

Applicant: Sweetwater Communities, LLC

Project: Sweetwater P.U.D. Townhouses

Request: Final Plat Application

Location: Block 2 (Phase I) Sweetwater PUD Subdivision

Size: 6.50 acres (283,188 square feet)

Zoning: Limited Business (LB) Zone District

Notice: Notice for the public hearing was published in the Idaho Mountain Express on December 23, 2020, and mailed to property owners and public agencies on December 22, 2020. This item was continued to January 25, 2021.

Application: Sweetwater Communities, LLC, represented by Matt Watson, submitted a Final Plat Application where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located along Shenandoah Drive, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, within the Limited Business (LB) Zoning District. All driveways are oriented toward internal alleys (Heartland Way, Hopper way and Herder’s Way); all onsite parking is located below grade or within the proposed structures.

A 69,696 square foot park is existing and meets the park requirements of the Hailey Municipal Code. The project is located in the Limited Business (LB) Zone District.

The Hailey City Council considered and approved the Preliminary Plat Application on March 30, 2020, subject to the following conditions (text in bold-italics indicates the status of each condition):
a) All conditions of the Planned Unit Development approval shall be met. This condition will be met.

b) All Fire Department and Building Department requirements shall be met. This condition will be met.

c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
   i. Permits shall be obtained for installation of all drywells. This condition has been met.
   ii. A Site Alteration Permit shall be obtained prior to any development occurring. This condition has been met.
   iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete. This condition will be met.

d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020. This condition has been met.

e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat. The Developer has submitted a Security Agreement and Bond Documents for Block 2 (Phase I) of Sweetwater PUD Townhouses.

f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement. This condition has been met.

g) Any subdivision inspection fees due shall be paid prior to recording the Final Plat. This condition has been met.

h) Any application development fees shall be paid prior to recording the Final Plat. This condition has been met.

i) The Applicant shall submit an Erosion Control Plan prior to Final Plat. This condition has been met.

j) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work. This condition has been met.

Procedural History: The Application was submitted on December 8, 2020 and certified complete on December 14, 2020. A public hearing before the Hailey City Council for the Final Plat Application is planned for January 25, 2021, in the Council Chambers, and virtually via GoTo Meeting.

CHAPTER 16.05.080: ISSUANCE OF PERMITS:
No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:
Building permits may be issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected and accepted.

This condition applies to new construction. Notice of this requirement is hereby given to the Applicant, and included as a recommended Condition of Approval.

CHAPTER 16.03: PROCEDURE:

16.03.030 Final Plat Approval:

A. The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Final Plat has been prepared by a professional land surveyor and was submitted on December 8, 2020, within one-year of the Preliminary Plat.

C. The administrator shall review the final plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.

The Final Plat is consistent with the Preliminary Plat approval by the Planning and Zoning Commission. Conditions of Preliminary Plat approval have been met or have been carried over. Any changes to Conditions of Approval related to the plat are shown in strike-underline; Conditions of Approval THAT have been met are shown in strike-through.

Department Comments:
Life/Safety: The Final Plat reflect all changes and revisions recommended and requested by the City Engineer.

Public Works (Streets): The Final Plat reflect all changes and revisions recommended and requested by Public Works Department.

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. Please refer to the attached Preliminary Plat Findings of Fact, Conclusions of Law and Decision for further information. No changes have been made to the plat since Preliminary Plat approval.

CHAPTER 16.05: IMPROVEMENTS REQUIRED:

16.05.010 Minimum Improvements Required:
It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit “A.” Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

A. Plans Filed, Maintained:

Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

Upon approval, six (6) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee.

B. Preconstruction Meeting:

Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

A Preconstruction Meeting was held on December 30, 2020. Though this standard has been met, it is anticipated that an additional Preconstruction Meeting will take place prior to construction in spring 2021.

C. Term of Guarantee of Improvements:

The Developer shall guarantee all improvements pursuant to this Chapter for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except that parks shall be guaranteed and maintained by the Developer for a period of two years.

The Developer is hereby required to guarantee all improvements pursuant to this Section for no less than one-year from the date of approval of all improvements, as complete and satisfactory by the City Engineer. That said, pursuant the Hailey Municipal Code, Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one-year from the date the security is provided.

The Developer has provided a Security Agreement and Supporting Documentation requesting that all infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and at this time, has no concerns with the proposal.

16.05.020 Streets, Sidewalks, Lighting, Landscaping:
The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure. Construction of the above improvements has not begun and will commence in early spring 2021, weather permitting.

A. Street Cuts:
Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.

Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure. Construction of the above improvements has not begun and will commence in early spring 2021, weather permitting.

B. Signage:
Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.

Street name signs and traffic control signs shall be erected by the Developer. At this time, dates are still to be determined. This standard will be met.

C. Streetlights:
Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code.

Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure. Construction of the above improvements has not begun and will commence in early spring 2021, weather permitting.

16.05.030 Sewer Connections:
The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure. Construction of the above improvements has not begun and will commence in early spring 2021, weather permitting.

16.05.040 Water Connections:

A. Requirements:
The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure. Construction of the above improvements has not begun and will commence in early spring 2021, weather permitting.

B. Townsite Overlay District; Insulation:
Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6’) deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.

N/A

16.05.050 Drainage:
The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative. Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure.

Drywell Permit Applications have been applied for. The inlet box and drywell(s) will be installed prior to curb and gutter installation when construction commences in early spring 2021. This standard will be met.

16.05.060 Utilities:
The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.

Please refer to Chapter 16.05: Improvements Required, Section 16.05.010(C) for further details regarding the completion of the required infrastructure.
Ten percent (10%) of the Utilities have been installed and are anticipated to be completed in early spring 2021. This standard will be met.

16.05.070 Parks, Green Space:

The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council.

N/A, as Park/Green Space is existing and was developed accordingly:

The prior rezone of the subject property, effective May 5, 2005, was pursuant to a Development Agreement that identified the park contribution the owner, or any subsequent owners, would be required to make upon development of the parcel. The required contribution was [a] creation of park space four-tenths (.4) of an acre in size, to be provided for the residents residing in the development, which “shall be developed as undedicated park space in conformity with Section 4.10 or 16.04.110 of the Hailey Subdivision Ordinance pertaining to park standards”, and [b] a payment to the City of $390,000 as an in-lieu parks contribution for 1.2 acres.

A 1.6-acre Park/Open Space was constructed to benefit the residents of the development. Per the Development Agreement dated April 25, 2005, any foregoing payments and designated improvements shall be deemed final and conclusive as to the park land improvements for the development of the property. No additional park land improvements will be required by the City, other than as set forth in the Development Agreement, or agreed to, in writing.

No revisions to this provision were made in subsequent amendments. This standard has been met.

16.05.080 Installation to Specifications; Inspections:

All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.

16.05.090 Completion; Inspections; Acceptance:

Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.

The Developer is hereby advised that all improvements shall be installed according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost.
A. The Developer may, in lieu of actual construction, provide to the City security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by Developer after the Final Plat has been signed by City representatives.

The Developer has provided a Security Agreement and Supporting Documentation requesting that all infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and at this time, has no concerns with the proposal.

16.05.100 As Built Plans and Specifications:

Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.

The Developer is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Developer’s Engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey.

Summary and Suggested Conditions: The Council shall review the proposed Final Plat Application and continue the public hearing, approve, conditionally approve, or deny the application.

No changes to the Preliminary Plat Conditions of Approval were made. Said Conditions have been carried over with Final Plat. The Conditions of Approval that see a strike-through have been met. The remaining Conditions of Approval are expected to be met and are placed on approval of this Application:

a) All conditions of the Planned Unit Development approval shall be met.
b) All Fire Department and Building Department requirements shall be met.
c) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
   i. Permits shall be obtained for installation of all drywells.
   ii. A Site Alteration Permit shall be obtained prior to any development occurring.
   iii. The Applicant shall install metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
d) Preliminary Plat approval is subject to the Flood Hazard Development Permit, approved on February 26, 2020.
d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
e) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
f) Any subdivision inspection fees due shall be paid prior to recording the Final Plat.
g) Any application development fees shall be paid prior to recording the Final Plat.
h) The Applicant shall submit an Erosion Control Plan prior to Final Plat.

i) Prior to any future development in the SFHA, the property owner shall be required to obtain a Flood Hazard Development Permit from the City of Hailey for the proposed work.

Motion Language:

Approval: Motion to approve the Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, finding that the application meets all City Standards, and that Conditions (a) through (d) are met.

Denial: Motion to deny the Final Plat Application by Sweetwater Communities, LLC, represented by Matt Watson, to be located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots. This project is located on the corner of Shenandoah Drive and Countryside Boulevard, in Section 15, T.2 N., R.18 E., B.M., City of Hailey, Blaine County, Idaho, finding that ____________________ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to ____________________ [Council should specify a date].
1. THE BOUNDARY INFORMATION SHOWN IS BASED ON FOUND MONUMENTS AND THE RECORDED PLAT OF SWEETWATER P.U.D. SUBDIVISION, INSTRUMENT NUMBER 576317, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS HAVE BEEN ACCEPTED. MISSING PROPERTY CORNERS HAVE BEEN RESET BY PROPORTIONING RECORD DISTANCES. REFER TO THE PLAT NOTES, CONDITIONS, COVENANTS, AND/OR RESTRICTIONS ON THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION, RECORDED AS INSTRUMENT NO. 576317, THE ORIGINAL PLAT OF WOODSIDE SUBDIVISION FINAL PLAT NO. 22 RECORDED AS INSTRUMENT NO. 152517. THE ABOVE MENTIONED PLATS PER RECORDS OF BLAINE COUNTY, IDAHO. ADDITIONAL DOCUMENTS USED IN THE COURSE OF THIS SURVEY INCLUDE:

WOODSIDE SUBDIVISION #4, INSTRUMENT NO. 150392
WOODSIDE SUBDIVISION #5, INSTRUMENT NO. 150393
BALMORAL SUBDIVISION, INSTRUMENT NO. 439351
SOUTH HAILEY TOWNHOUSE, INSTRUMENT NO. 206882
LOTS 3B AND 4B, BALMORAL SUBDIVISION, INSTRUMENT NO. 457308

2. REFER TO THE MASTER DECLARATION OF CC&R'S FOR THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION RECORDED AS INSTRUMENT NO. 576318, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.

3. LOT OWNERS, THEIR TENANTS, AND GUESTS ARE ADVISED THAT THIS PROPERTY IS LOCATED NEAR THE FRIEDMAN MEMORIAL AIRPORT. PRESENT AND FUTURE IMPACTS MAY BE ANNOYING AND INTERFERE WITH THE UNRESTRICTED USE AND ENJOYMENT OF PROPERTY. THESE NOISE IMPACTS MAY CHANGE OVER TIME BY VIRTUE OF GREATER NUMBERS OF AIRCRAFT, LOUDER AIRCRAFT, SEASONAL VARIATIONS, AND TIME-OF-DAY VARIATIONS; THAT CHANGES TO AIRPORT, AIRCRAFT, AND AIR TRAFFIC CONTROL OPERATING PROCEDURES OR IN AIRPORT LAYOUT COULD RESULT IN INCREASED NOISE IMPACTS; AND THAT THE USER'S OWN PERSONAL PERCEPTIONS OF THE NOISE EXPOSURE COULD CHANGE AND THAT HIS OR HER SENSITIVITY TO AIRCRAFT NOISE COULD INCREASE.

4. THE TOWNHOUSE SUBDIVISION IS SUBJECT TO THE TOWNHOUSE DECLARATION, RECORDED AS INSTRUMENT NO. ________, RECORDS OF BLAINE COUNTY, IDAHO.

5. REFER TO THE SWEETWATER P.U.D. AGREEMENT RECORDED AS INSTRUMENT NO. 542953, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERETO.

6. THE EXISTING PHYSICAL BOUNDARIES OF THE COMMON UNIT WALL AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLATS OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF BUILDING, REGARDLESS OF MINOR VARIANCES BETWEEN THE ACTUAL LOCATION AND BOUNDARIES SHOWN.

7. A MUTUAL RECIPROCAL EASEMENT FOR SIDEWALKS AND UTILITIES IS GRANTED WITHIN SUBLOTS 17A - 21D TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS.

8. THE PROPERTY SHOWN HEREON IS AFFECTED BY ADDITIONAL EXCEPTIONS AS PROVIDED IN A TITLE REPORT BY AMERITITLE WITH THE COMMITMENT DATE OF 10/05/06 @ 8:00am AND ORDER NO. 56933:

E. PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR A FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH, AND ACROSS THE AIRSPACE ABOVE THE ELEVATION 6,115 FEET MEAN SEA LEVEL DATUM, EXECUTED BY SAWTOOTH TITLE COMPANY, INC., AN IDAHO CORPORATION, TRUSTEE, TO CITY OF HAILEY, BLAINE COUNTY, IDAHO, RECORDED JULY 17, 1973, AS INSTRUMENT NO. 150169.

I. DEVELOPMENT AGREEMENT RECORDED JANUARY 27, 2003, AS INSTRUMENT NO. 515668.


10. ZONING IS LIMITED BUSINESS (LB).

11. SNOW STORAGE EASEMENTS WITHIN SUBLOTS 17A THRU 21D TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS ARE GRANTED AS SHOWN HEREON.

DATE__________________________
SOUTH CENTRAL DISTRICT HEALTH DEPT., IDAHO

PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'

PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'

PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

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PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'

PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'

PRELIMINARY
SEE PAGE 2 FOR LEGEND AND CURVE TABLE

SCALE: 1" = 50'
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Consideration of a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet.

AUTHORITY: ☐ ID Code ____________ ☐ IAR ____________ ☐ City Ordinance/Code Title 16

BACKGROUND: On December 7, 2020, the Hailey Planning and Zoning Commission recommended for approval by the Hailey City Council a Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. This project is located off of River Street, within the General Residential (GR) Zone District and a portion of the Townsite Overlay (TO) Zone District.

A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. The Applicant Team is proposing to pay in-lieu fees for the sidewalk, street trees and bike path along the property frontage (River Street), as well as in-lieu fees for the required park/open space, as outlined in the Hailey Municipal Code.

ATTACHMENTS:
1. Staff Report
2. Preliminary Plat Map
3. Planting Plan

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  City Administrator  Engineer  Building
Library  planning  Fire Dept.
Safety Committee  P & Z Commission  Police
Streets  Public Works, Parks  Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots.

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

ACTION OF THE CITY COUNCIL:
Motion Language:
Approval: Motion to approve the Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, finding that the application meets all City Standards, and that Conditions (1) through (16) are met.
Denial: Motion to deny the Preliminary Plat Application for Amatopia Subdivision, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots), finding that ________________ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

Continuation: Motion to continue the public hearing to ________________ [Council should specify a date].

Date ________________________________
City Clerk ____________________________________________________________

FOLLOW-UP:
*Ord./Res./Agrmt. /Order Originals: *Additional/Exceptional Originals to: ________________
Copies (all info.): Copies
Instrument # _______________________
To: Hailey Planning & Zoning Commission
From: Robyn Davis, Community Development City Planner

Overview: Consideration of a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet. This parcel is located within the General Residential (GR) Zone District and within a portion of Townsite Overlay (TO) Zone District.

Hearing: January 25, 2021

Applicant: Amatopia, LLC
Project: Amatopia Subdivision
Request: Preliminary Plat
Location: Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street)

Size & Zoning: 1.4 acres, General Residential (GR) and a portion of Townsite Overlay (TO)

Notice: Notice for the public hearing was published in the Idaho Mountain Express on January 6, 2021 and mailed to property owners on January 6, 2021.

Background and Application: Consideration of a Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet.

This parcel is unique in that only one access point exists and additional access to the site is unachievable due to development of the surrounding parcels and topography of the site.

A private road, Parcel A, will service the proposed lots, and Parcels B and C will be dedicated as open space to benefit the subdivision. The Applicant Team is proposing to pay in-lieu fees for the sidewalk, street trees and bike path along the property frontage (River Street), as well as in-lieu fees for the required park/open space, as outlined in the Hailey Municipal Code.

The Commission supported the Applicant’s proposal to develop Parcel A as a private street with only one access to the subdivision (more than one access is unachievable). Although said street does not provide access to other abutting neighborhoods, properties and/or arterial streets, the proposed subdivision will appear to be fully integrated into adjacent neighborhoods.
Upon their review and based on public comment at the December 7, 2020 public hearing, the Planning and Zoning Commission recommended for approval to the City Council the Preliminary Plat Application for Amatopia Subdivision, which includes new and/or edits to the Conditions of Approval:

1. **Asphalt width of private road, Amatopia Way.** The street (Parcel A) is proposed to be a private street, 36’ in width. The proposed roadway width from edge of asphalt to edge of asphalt is 12’-wide with 7’-wide shoulders, which totals a 26’-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12’ would not be adequate to serve the proposed subdivision. The Commission suggested a proposed roadway width from edge of asphalt to edge of asphalt of 18’ in width. These changes have been made and are reflected in the attached drawings.

2. **Snow storage and landscape areas.** The Commission discussed the concerns of snow storage within landscape areas, and subsequently, the potential damage to these areas caused by storing snow. The Commission suggested that the Applicant either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. These changes have been made and are reflected in the attached drawings.

   Additionally, to preserve and protect the existing landscaping throughout the construction process, the Commission suggested that the Applicant submit a Construction Management Plan that depicts fencing and/or other protective material around any and all existing landscaping proposed to be retained. This plan will be reviewed by the Administrator prior to construction.

3. **Maximum Building Height.** The proposed subdivision is tucked between developed properties and is zoned General Residential (GR). Within the GR Zoning District, the maximum building height allowed is 35’ in height. The developed subdivisions to the south and southwest are zoned Limited Residential (LR-1), and the maximum building height within this district is 30’ in height. The Commission discussed whether the maximum building height of the GR Zoning District would negatively impact, or tower over, the surrounding neighborhoods. To reduce these impacts, the Commission suggested that the Applicant reduce the maximum building height on proposed Lot 4 and proposed Lot 5 to 32’ in height. All other proposed lots (Lots 1-3) shall comply with regulations as outlined in the GR Zoning District, or have a maximum building height of 35’ in height.

**Procedural History:** The project is to be known as Amatopia Subdivision and is located primarily in the General Residential (GR) Zoning District, with a portion of the parcel located in the Townsite Overlay (TO) Zoning District.

The Application was submitted on October 22, 2020 and certified complete on November 9, 2020. A public hearing before the Planning and Zoning Commission was held on December 7, 2020. A public hearing before the Hailey City Council will be held on January 25, 2021, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.
## Standards of Evaluation for a Subdivision

<table>
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<tr>
<th>Compliant</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>City Code</th>
<th>City Standards and Staff Comments</th>
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<td>17.06.050</td>
<td>Complete Application</td>
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### Department Comments

**Engineering:** All infrastructure will require detailed final construction drawings to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey standard drawings, specifications and procedures.

**Life/Safety:** No comments

**Water and Wastewater:** The Water Division recommends that the following be resolved and/or completed prior to final design:

- The Applicant shall install insulating material (blue board insulation or similar material) to the water service of proposed Lot 1. This has been made a Condition of Approval.
- The Applicant shall consider construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south (see conceptual water main alignment, in red, in image below). The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

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The Applicant has agreed to construct a looped water system. The drawings have been updated to reflect these changes, and will be reviewed for compliance by the Public Works Department at final design.
The Wastewater Division recommends that the following be resolved and/or completed prior to final design:

- The City shall have the opportunity, via public easements, to maintain sewer main lines, if necessary; however, the City shall have no obligation to do so.
- The service line to proposed Lot 1 shall be perpendicular to the main line. This change has been updated in the attached drawings and will remain as a Condition of Approval.

The items noted above were Conditions of Approval that were developed from the original plans by the Applicant. Since the Planning and Zoning Commission’s approval, the Applicant has revised the drawings and the above conditions are no longer applicable.

That said, the Applicant plans to install a single grinder pump for each residence. The Wastewater Division recommends the following:

- Backflow prevention will be needed
- Cleanouts will be needed
- Freeze protection will be needed under roadway
- Gravity drop into mainline (prefer greatest height difference reasonable)
- Sewer main on river is concrete asbestos (replace section with PVC for multiple connections)
- City will only maintain at the connection on River Street
- Final approval is subject to final design details

Building: No comments

Streets: The Streets Division recommends that the following be resolved and/or completed prior to final design:

- Submit a Street Signage Plan (per MUTCD Standards)
- Submit a Traffic Control and Construction Staging Plan
- Drywell (and IDWR Inventory Forms) and other construction details shall be provided a final design

The recommendations above have been made Conditions of Approval.

City Arborist: The Parks and Lands Board is scheduled to meet and discuss the project on January 20, 2021. Any and all recommendations, will be brought to the Council for review.

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<tr>
<th>Compliant</th>
<th>16.04.010 Development Standards</th>
<th>Staff Comments</th>
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<td>Applicability: The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.</td>
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<td>Please refer to the specific standards as noted herein.</td>
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<th>16.04.020: Streets:</th>
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provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.

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<th>Staff Comments</th>
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<tr>
<td>The project will connect to River Street. Additional connectivity to the site is not possible, as the only access to a public street is off of River Street. The parcel is surrounded by existing single-family and multifamily dwellings.</td>
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</table>

The proposed street (Parcel A) is proposed to be a private street, 26’ in width, and made of an all-weather surface. The proposed roadway width from edge of asphalt to edge of asphalt is 12’-wide (asphalt) with 7’-wide shoulders (all-weather surface), which totals a 26’-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12’ would not be adequate to serve the proposed subdivision. The Commission requested that the road width increase from 12’-wide to 18’-wide, and be paved asphalt. The total roadway, made of an all-weather surface, will be 26’-wide (18’-wide asphalt road and 4’-wide shoulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.

The Commission found that this standard has been met.

| ☒ ☐ ☐ |
| B. Cul-De-Sacs; Dead-End Streets: Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets. |

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<td>A cul-de-sac is proposed, as additional connectivity to the site is not possible due to the surrounding development and topography.</td>
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The Commission found that this standard has been met.

| ☐ ☐ ☒ |
| C. Access: More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access. |

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<td>N/A. Due to the surrounding development and topography, additional connectivity and/or access are not possible.</td>
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The Commission found that this standard has been met.

| ☒ ☐ ☐ |
| D. Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections. |
It appears that the proposed street, Parcel A, intersects with River Street at an 85-degree angle. Per the Applicant, this degree is proposed to retain as much vegetation along the southern property boundary as possible. The Public Works Department will review this again at final design, but initially, has no concerns with the Applicant’s proposal at this time.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

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E. **Centerlines:** Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanders, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.

Staff Comments

The street (Parcel A) within the subdivision is proposed as a private street. In some locations, radii proposed for the private street are larger than 500’, less in other locations.

Deflections and curve radii will be further analyzed by the City Engineer at final design. The Applicant is requesting that, Pursuant Section 16.05.010: Minimum Improvements Required, the City Engineer and City Council will allow for larger radii to act similar to that of straight streets with slight curvature.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

F. **Width:** Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.

Staff Comments

The private street, Parcel A, proposed is 36’ in width, which is consistent with Title 18.

The Commission found that this standard has been met.

G. **Roadways:** Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.

Staff Comments

The proposed street (Parcel A) is proposed to be a private street, 26’ in width, and made of an all-weather surface. The proposed roadway width from edge of asphalt to edge of asphalt is 12’-wide (asphalt) with 7’-wide shoulders (all-weather surface), which totals a 26’-wide roadway. The Commission discussed the grade change from the entrance off of River Street to proposed Lot 1, specifically, the Commission shared concerns that the asphalt width of 12’ would not be adequate to serve the proposed subdivision. The Commission requested that the road width increase from 12’-wide to 18’-wide, and be paved asphalt. The total roadway, made of an all-weather surface, will be 26’-wide (18’-wide asphalt road and 4’-wide...
shoulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.

The Commission found that this standard has been met.

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| H. | Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade or there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.

Staff Comments | The private road, Parcel A, is proposed to have a grade of seven (7) percent for approximately 60’. No additional excess grade is proposed.

The Commission found that this standard has been met.

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| I. | Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Stormwater Discharge from Construction Activity” for all construction activity affecting more than one acre.

Staff Comments | Drywells are proposed along all public streets and appear to be spaced adequately to accommodate runoff. The Applicant will also complete an EPA NPDES General Permit for Stormwater Discharge from Construction Activity prior to the commencement of construction.

The Commission found that this standard has been met.

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| J. | Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.

Staff Comments | Street Signage is proposed and will be per City Standards. The Streets Division recommends that the type and location of street signs be incorporated into the plan prior to final design. This has been made a Condition of Approval.

The Commission found that this standard has been met.

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| K. | Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.

Staff Comments | The proposed street name, Amatopia Way, has been approved by City Staff and by Blaine County. The proposed subdivision name has also been approved by the Blaine County Assessor.

The Commission found that this standard has been met.

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| L. | Private Streets: Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a
minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner’s association.

**Staff Comments**
The proposed private street, Parcel A (Amatopia Way) will serve five (5) residential dwelling units. Parcel A is 26’ in width and will be maintained by the Homeowners Association. Please refer to Section 16.04.020 (A) for further details.

The Commission found that this standard has been met.

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<th>L. 2.</th>
<th>Private streets, wherever possible, shall provide interconnection with other public streets and private streets.</th>
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<td>The Commission found that this standard has been met.</td>
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<th>L. 3.</th>
<th>The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.</th>
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<th>L. 4.</th>
<th>Private street names shall not end with the word “Road”, “Boulevard”, “Avenue”, “Drive” or “Street”. Private streets serving five (5) or fewer dwelling units shall not be named.</th>
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<td>The Commission found that this standard has been met.</td>
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<th>L. 5.</th>
<th>Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.</th>
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<td>Staff Comments</td>
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reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping.

| L. 6. | Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10’x20’) if angle parking, or ten feet by twenty-four feet (10’x24’) if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.  

| Staff Comments | The subdivision is proposing a 26’-wide private street (Parcel A), to be known as Amatopia Way. The Applicant shall provide two (2) additional guest parking spaces for each lot. These spaces may be located: a) within the residential lot (e.g., between the garage and the roadway); b) as parallel spaces within the street parcel or easement adjacent to the travel lanes; c) in a designated guest parking area; or d) as a combination thereof. This will be reviewed for compliance upon submittal of individual Building Permits. This has been made a Condition of Approval.  

| The Commission found that this standard has been met. |

| M. | Driveways:  

| M. 1. | Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.  

| Staff Comments | At this time, the Applicant is proposing that each dwelling unit have one (1) driveway access. No shared driveways are proposed. Driveways will meet City Standards and further details will be provided at the time of Building Permit submittal.  

| The Commission found that this standard has been met. |

| M. 2. | Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths: a) Accessing one residential unit: twelve feet (12’)  

| Staff Comments | No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.  

| No driveway materials are proposed at this time, but shall conform to this standard.  

| The Commission found that this standard has been met. |

| M. 3. | Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.  

| --371-- |
### Staff Comments

It appears that no driveway exceeds 150’ in length. More details are needed
with regard to proposed driveways. Please refer to Section 16.04.020(M) for
further details.

The Commission found that this standard has been met.

| ☒ | ☐ | ☐ |

### M. 4.

Driveways accessing more than one residential dwelling unit shall be maintained
by an owner’s association, or in accordance with a plat note.

**Staff Comments**

At this time, the Applicant is proposing that each dwelling unit have one (1)
driveway access. No shared driveways are proposed. Driveways will meet City
Standards and further details will be provided at the time of Building Permit
submittal.

The Commission found that this standard has been met.

| ☒ | ☐ | ☐ |

### M. 5.

The area designated for a driveway serving more than one dwelling unit shall be
platted as a separate unbuildable parcel, or as a dedicated driveway easement.
Easements and parcels shall clearly indicate the beneficiary of the easement or
parcel and that the property is unbuildable except for ingress/egress, utilities or as
otherwise specified on the plat. A building envelope may be required in order to
provide for adequate building setback.

**Staff Comments**

Please refer to Section 16.04.020(M) for further details. The Commission found
that this standard has been met.

| ☒ | ☐ | ☐ |

### M. 6.

No driveway shall interfere with maintenance of existing infrastructure and shall
be located to have the least adverse impact on residential dwelling units, existing
or to be constructed, on the lot the easement encumbers and on adjacent lots.

**Staff Comments**

Driveways will not impact existing infrastructure and appear compatible with
existing and planned residential units. Please refer to Section 16.04.020(M)
for further details.

The Commission found that this standard has been met.

| ☒ | ☐ | ☐ |

### N.

Parking Access Lane: A parking access lane shall not be considered a street but shall
comply with all regulations set forth in the IFC and other applicable codes and
ordinances.

**Staff Comments**

The proposed private street, Parcel A, is 26’ in with and complies with the IFC
Requirements for fire access to interior lots. No parking access lanes are
proposed.

The Commission found that this standard has been met.

| ☒ | ☐ | ☐ |

### O.

Fire Lanes: Required fire lanes, whether in private streets, driveways or parking
access lanes, shall comply with all regulations set forth in the IFC and other
applicable codes and ordinances.

**Staff Comments**

The proposed street (Parcel A) is proposed to be a private street, 26’ in
width, and made of an all-weather surface, and complies with the IFC
Requirements for fire access to interior lots. The proposed roadway width
from edge of asphalt to edge of asphalt is 12”-wide (asphalt) with 7”-wide
shoulders (all-weather surface), which totals a 26’-wide roadway. The
Commission discussed the grade change from the entrance off of River Street
to proposed Lot 1, specifically, the Commission shared concerns that the
asphalt width of 12’ would not be adequate to serve the proposed
subdivision. The Commission requested that the road width increase from
12’-wide to 18’-wide, and be paved asphalt. The total roadway, made of an
all-weather surface, will be 26’-wide (18’-wide asphalt road and 4’-wide

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sho ulders). This has been made a Condition of Approval and the drawings have been updated to reflect this change.

The Commission found that this standard has been met.

## 16.04.030: Sidewalks and Drainage Improvements

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<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tr>
<td>Yes</td>
<td>No</td>
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</table>
| ☒ | ☐ | ☐ | Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.  

**Staff Comments**  
The Applicant is requesting to pay an in-lieu fee for the required sidewalks along the property frontage (River Street).  

The Commission found that any sidewalk in-lieu fees be applied toward the River Street design, which includes the construction or installation of sidewalks, bike path, street trees, and curb and gutter. Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, and curb and gutter) shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat. This has been made a Condition of Approval.  

The Commission found that this standard has been met. |

| ☒ | ☐ | ☐ | The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.  

**Staff Comments**  
Please refer to Section 16.04.030(A) for further details. The Commission found that this standard has been met. |

| ☒ | ☐ | ☐ | New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.  

**Staff Comments**  
Please refer to Section 16.04.030(A) for further details. The Commission found that this standard has been met. |

| ☐ | ☐ | ☒ | Sites located adjacent to a public street or private street that are not currently through streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.  

**Staff Comments**  
N/A. Please refer to Section 16.04.030(A) for further details and/or comments noted by City Staff. The Commission found that this standard has been met. |

| ☐ | ☐ | ☒ | The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.  

**Staff Comments**  
N/A. The Commission found that this standard has been met. |

## 16.04.040: Alleys and Easements

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<td>Yes</td>
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| ☑ | ☐ | ☐ | Alleys shall be provided in all Business District and Limited Business District developments where feasible.  

**Staff Comments**  
N/A, as no alleys are proposed. The Commission found that this standard has been met. |
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<td>A. 2.</td>
<td>The minimum width of an alley shall be twenty-six (26') feet.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>☐</td>
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<td>A. 3.</td>
<td>All alleys shall be dedicated to the public or provide for public access.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>A. 4.</td>
<td>All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>A. 5.</td>
<td>Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>A. 6.</td>
<td>Dead-end alleys shall not be allowed.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>A. 7.</td>
<td>Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.</td>
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<td>Staff Comments</td>
<td>N/A, as no alleys are proposed. The Commission found that this standard has been met.</td>
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<td>Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:</td>
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<td>B. 1.</td>
<td>To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman’s access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman’s access.</td>
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</table>
|☐ | ☐ | ☒ | Staff Comments | Though the proposed subdivision does not border the Big Wood River, the following easements are shown on the proposed plat:  
1. A 10'-wide Public Utility Easement along all property frontages.  
3. A 20'-wide Access Easement on proposed Lots 1 and 2 (to benefit Lots 1 and 2 for future driveway).  
4. Snow Storage Easements, which have been delineated on Civil Plans. Please refer to Section 16.04.040 (B)3 for further details.  
The Commission found that this standard has been met. |
|☐ | ☐ | ☒ | B. 2. | To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any |
subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

Staff Comments
N/A, as no natural resource, riparian area, hazardous area or other limitation requires an easement for the proposed subdivision. The Commission found that this standard has been met.

B. 3. To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

Staff Comments
Snow storage easements have been delineated on the Civil Plans. The site plan proposed approximately 15,520 square feet of hardscape (private road, parking and pedestrian areas). 25% of this (3,880 square feet) is required for snow storage. 3,888 square feet of snow storage is shown.

The Commission found that this standard has been met. That said, the Commission discussed the need to either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. This has been made a Condition of Approval and the drawings have been updated to reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping.

The revised site plan proposes approximately 15,520 square feet of hardscape (private road, parking and pedestrian areas). 25% of this (3,880 square feet) is required for snow storage. 4,370 square feet of snow storage is shown – 3,070 square feet of snow storage is unencumbered by landscaping and 1,300 square feet is encumbered by landscaping.

### 16.04.050: Blocks
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<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<td>☒</td>
<td>Blocks: The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.</td>
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### 16.04.060: Lots
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<th>Standards and Staff Comments</th>
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<td>All proposed blocks are shown on the Preliminary Plat. The Commission found that this standard has been met.</td>
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<td>Yes</td>
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<td>E.</td>
<td>All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Section 16.04.020 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.</td>
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<td><strong>Staff Comments</strong></td>
<td>It appears that all proposed lots have adequate street frontage off of the proposed private street, Amatopia Way. All proposed lots have lot widths greater than 50’. The Commission found that this standard has been met.</td>
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<th>F.</th>
<th>In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e., lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.</th>
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<tr>
<td><strong>Staff Comments</strong></td>
<td>N/A, as only a small portion (private street) is located within the Townsite Overlay (TO) Zone District. The Commission found that this standard has been met.</td>
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### 16.04.070: Orderly Development

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<th>Standards and Staff Comments</th>
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<td><strong>Staff Comments</strong></td>
<td>N/A, as no phasing is proposed. The Commission found that this standard has been met.</td>
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<td><strong>Staff Comments</strong></td>
<td>N/A, as no phasing is proposed; therefore, no Phasing Agreement is required. The Commission found that this standard has been met.</td>
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<td><strong>Staff Comments</strong></td>
<td>a) Provision of on-site or off-site street or intersection improvements. N/A b) Provision of other off-site improvements. To reduce the consumption of and impact to municipal services, City Staff suggests that the following irrigation restrictions be applied:</td>
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i. For lots less than or equal to 8,500 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.

ii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.

iii. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

The above restrictions have been made Conditions of Approval.

c) Dedications and/or public improvements on property frontages. N/A

d) Dedication or provision of parks or green space. The Applicant is requesting to pay in-lieu fees for parks and/or green space. Please refer to Section 16.04.110 for further details.

e) Provision of public service facilities. All public utilities and services proposed will be developed as part of the subdivision.

f) Construction of flood control canals or devices. The construction and/or incorporation of roads, swales and drywells are anticipated to improve flooding conditions onsite. Adjacent properties (to the north, south, east and west) have all been developed.

g) Provisions for ongoing maintenance. A Homeowner’s Association (as outlined in the draft CC & Rs) will be established to address ongoing maintenance of Amatopia Subdivision.

The Commission found that this standard has been met.

D. When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.

2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.

3. Water main lines and sewer main lines shall be designed in the most effective layout feasible.

4. Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.

5. Park land shall be most appropriately located on the Contiguous Parcels.

6. Grading and drainage shall be appropriate to the Contiguous Parcels.

7. Development shall avoid easements and hazardous or sensitive natural resource areas.

The commission and council may require that any or all contiguous parcels be included in the subdivision.

Staff Comments N/A, as no contiguous parcel is owned by the Applicant. The Commission found that this standard has been met.
**16.04.080: Perimeter Walls, Gates and Berms**

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<th>Compliant</th>
<th>Standards and Staff Comments</th>
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</table>
| Yes       | City Code: 16.04.080
The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3’ higher than the previously existing (original) grade. |
| No        | Staff Comments: N/A, as it appears no perimeter walls, gates or landscape berms are proposed. The Commission found that this standard has been met. |

**16.04.090: Cuts, Fills, Grading and Drainage**

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<th>Compliant</th>
<th>Standards and Staff Comments</th>
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| Yes       | City Code: A.
Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance. |
| No        | Staff Comments: The site is unique in topography. No floodplain exists and the parcel is currently vacant. Per the Applicant, the proposed grading is designed to provide adequate vehicular and emergency vehicle access while minimizing the impact to the existing topography. The Commission found that this standard has been met. |
| N/A       | A. 1.
A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application. |
|           | Staff Comments: At this time, the City Engineer has not required that a Soils Report be prepared and/or submitted. The Commission found that this standard has been met. |
| ☒         | A. 2.
A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information:
- Proposed contours at a maximum of two (2) foot contour intervals;
- Cut and fill banks in pad elevations;
- Drainage patterns;
- Areas where trees and/or natural vegetation will be preserved;
- Location of all street and utility improvements including driveways to building envelopes; and
- Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council. |
| ☒         | Staff Comments: Preliminary grading, drainage, landscaping, street and utility improvements have been shown on the Civil Plans and/or Landscaping Plans. City Staff has conducted an initial review and any comments and/or concerns are noted herein. The Commission found that this standard has been met. |

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### B. Design Standards: The proposed subdivision shall conform to the following design standards:

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<td><strong>B. 1.</strong></td>
<td>Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</td>
<td><strong>Staff Comments</strong> The proposed road grading has been designed for minimal cuts and fills. Any and all excess material removed for the road base will be disposed of onsite where possible. The Commission found that this standard has been met.</td>
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<td><strong>B. 2.</strong></td>
<td>Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.</td>
<td><strong>Staff Comments</strong> N/A, as none exist onsite.</td>
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<td><strong>B. 3.</strong></td>
<td>Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.</td>
<td><strong>Staff Comments</strong> Erosion control and re-vegetation shall be included in final design. The Commission found that this standard has been met.</td>
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| **B. 4.** | Where cuts, fills or other excavation are necessary, the following development standards shall apply:  
   a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.  
   b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).  
   c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.  
   d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.  
   e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures. | **Staff Comments** Proposed grading appears to meet standards; further review shall take place during final design. The Commission found that this standard has been met. |
|   |   |   |
| ☒ | ☐ | ☐ |
| **B. 5.** | The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm-water... |
Discharge from Construction Activity" for all construction activity affecting more than one acre.

Staff Comments: A Storm Water Pollution Prevention Plan (SWPPP) will be necessary for any disturbances greater than one (1) acre and shall be provided at final design. Additionally, the Applicant will complete all applicable EPA permitting prior to construction.

The Commission found that this standard has been met.

### 16.04.100: Overlay Districts

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<tr>
<td>A. Flood Hazard Overlay District:</td>
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<td>A. 1. Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.</td>
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<tr>
<td>A. 2. Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.</td>
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<tr>
<td>A. 3. Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.</td>
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<tr>
<td>B. Hillside Overlay District:</td>
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<tr>
<td>B. 1. Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.</td>
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<tr>
<td>B. 2. Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.</td>
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### 16.04.110: Parks, Pathways and Other Green Spaces

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</table>
and all in-lieu fees be apportioned to an area or park near the proposed subdivision.

The Parks and Lands Board is scheduled to meet and discuss the project on January 20, 2021. Any and all recommendations will be brought to the Council for review.

The Commission found that this standard has been met.

<table>
<thead>
<tr>
<th>A. 1.</th>
<th>Parks:</th>
</tr>
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<tbody>
<tr>
<td>☒ ☐ ☐</td>
<td>The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:</td>
</tr>
<tr>
<td>A. 1. a.</td>
<td>P = x multiplied by .0277</td>
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<td>“P” is the Parks contribution in acres</td>
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<td></td>
<td>“x” is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, “x” is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.</td>
</tr>
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</table>

Mathematical calculations of this formula for the submitted plat result in the following requirements:

**Project Buildout with Number of Units:**

Project Buildout: 5 x .0277 = .138 acres (6,011 square feet)

The Applicant is proposing to pay in-lieu fees for the required park space. The Commission was supportive of the Applicant’s proposal to pay in-lieu fees. That said, the Commission would like to see any and all in-lieu fees be apportioned to an area or park near the proposed subdivision.

The Parks and Lands Board is scheduled to meet and discuss the project on January 20, 2021. Any and all recommendations will be brought to the Council for review.

Additionally, the Applicant is proposing to retain several patches of existing trees, as shown on the Planting Plan, as well as incorporate a variety of new trees throughout the subdivision. The proposed trees are as follows (see image below):

- Seven (7) Autumn Blaze Maple Trees
- Three (3) Douglas Fir Trees at 12” caliper
- Three (3) Spruce Trees at 16’
- Five (5) Subalpine Fir Trees between 8” and 12” caliper
- Four (4) Spruce Trees at 14’
The Commission further discussed the need to either relocate the proposed snow storage areas from existing landscaping areas or account for the existing vegetation within the proposed snow storage areas, as vegetation impacts the amount of snow that can be stored onsite, and snow storage areas may degrade existing landscaping areas over time. This has been made a Condition of Approval and the drawings have been updated to reflect these changes. As shown in the revised drawings, the Applicant has increased the snow storage areas onsite by fifty percent (50%) to accommodate for the proposed landscaping.

Additionally, to preserve and protect the existing landscaping throughout the construction process, the Commission found that the submittal of a Construction Management Plan that depicts fencing and/or other protective material around any and all existing landscaping proposed to be retained to be appropriate.

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</table>

A.1.b In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.

Staff Comments N/A, as the subdivision is located within the General Residential (GR) Zone District. The Commission found that this standard has been met.

A. 2. Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.

Staff Comments N/A, as no paths are located on the property to be subdivided or on City property adjacent to the proposed project. The Commission found that this standard has been met.

B. Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:

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a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or

b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies),

c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.

d) Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.

<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>N/A. The Commission found that this standard has been met.</th>
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<tbody>
<tr>
<td>☒ ☐ ☐ ☐</td>
<td>C. Parks and Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Parks and Lands Board is scheduled to meet and discuss the project on January 20, 2021. Any and all recommendations will be brought to the Council for review. The Commission found that this standard has been met.</td>
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<td>☒ ☐ ☐ ☐</td>
<td>D. Minimum Requirements:</td>
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<td>☒ ☐ ☐ ☐</td>
<td>D. 1. Private Green Space: Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Applicant is proposing Parcel C as private green space to benefit the subdivision. The parcel will be maintained by the Homeowners Association, which will be drafted in the CC &amp; Rs. The Commission found that this standard has been met.</td>
</tr>
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<td>☐ ☐ ☒</td>
<td>D. 2. Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4&quot; caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as no neighborhood park is proposed as this time. That said, the Applicant is proposing to pay in-lieu fees for the park/open space. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>D. 3.</td>
<td>Mini Park: A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4” caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as no mini park is proposed at this time. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>D. 4.</td>
<td>Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A, as no park/cultural space is proposed at this time. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>D. 5.</td>
<td>Pathway: Pathways shall have a minimum twenty-foot (20’) right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.</td>
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<tr>
<td>Staff Comments</td>
<td>N/A, as no pathways are proposed at this time. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>E. Specific Park Standards: All Parks shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
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<tr>
<td>E. 1.</td>
<td>Shall meet the minimum applicable requirements required by Subsection D of this section.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>Please refer to Section 16.040.110 for further details. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>E. 2.</td>
<td>Shall provide safe and convenient access, including ADA standards.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>Please refer to Section 16.040.110 for further details. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>E. 3.</td>
<td>Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>No gates or restricted access are proposed. Parcels B and C are proposed as open space to benefit the subdivision. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
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<tr>
<td>E. 4.</td>
<td>Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.</td>
</tr>
<tr>
<td>E. 5.</td>
<td>Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.</td>
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<td>E. 6.</td>
<td>Shall require low maintenance or provide for maintenance or maintenance endowment.</td>
</tr>
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<td>F.</td>
<td>Specific Pathway Standards: All Pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
</tr>
<tr>
<td>F. 1.</td>
<td>Shall meet the minimum applicable requirements required by Subsection D of this section.</td>
</tr>
<tr>
<td>F. 2.</td>
<td>Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.</td>
</tr>
<tr>
<td>G.</td>
<td>Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</td>
</tr>
<tr>
<td>G. 1.</td>
<td>Shall meet the minimum applicable requirements required by subsection D of this section.</td>
</tr>
<tr>
<td>G. 2.</td>
<td>Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).</td>
</tr>
<tr>
<td>G. 3.</td>
<td>The use of the private green space shall be restricted to Parks, Pathways, trails or other recreational purposes, unless otherwise allowed by the City.</td>
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|   |   |   | Staff Comments | Draft C.C. & Rs have been submitted and are under review. Maintenance shall be managed and funded by the Subdivision’s HOA, if private space is proposed.  

The Commission found that this standard has been met. |
|   |   |   |   |   |
|   |   |   | H. | In-Lieu Contributions: |
|   |   |   | H. 1. | After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements. |
|   |   |   | Staff Comments | The Applicant is proposing to pay in-lieu fees for the required park and/or open space. The Commission was supportive of the Applicant’s proposal to pay in-lieu fees. That said, the Commission would like to see any and all in-lieu fees be apportioned to an area or park near the proposed subdivision.  

The Parks and Lands Board is scheduled to meet and discuss the project on January 20, 2021. Any and all recommendations will be brought to the Council for review.  

The Commission found that this standard has been met. |
|   |   |   |   |   |
|   |   |   | H. 2. | The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., $/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in subsections E4 and E5 of this section. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. |
|   |   |   | Staff Comments | The location identified to be appraised is the subject project for the proposed subdivision, comprising of proposed Lots 1 – 5, Block, Amatopia Subdivision (Tax Lot 7816, Section 9 & 16, T2N, R 18E). The Applicant shall have the parcel (1.4 acres) appraised. In-lieu fees will be assessed based on appraisal. This has been made a Condition of Approval.  

The Commission found that this standard has been met. |
|   |   |   |   |   |
|   |   |   | H. 3. | Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements. |
|   |   |   | Staff Comments | The Applicant shall submit a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs. This shall be submitted for approval by the Parks and Lands Board prior to their meeting on January 20, 2021. This has been made a Condition of Approval.  

The Commission found that this standard has been met. |
|   |   |   |   |   |
|   |   |   | H. 4. | In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which |
may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.

**Staff Comments**

All fees paid in-lieu of park dedication will be segregated by the City Treasurer, as required.

The Commission found that this standard has been met.

### 16.05: Improvements Required:

<table>
<thead>
<tr>
<th>Compliant</th>
<th>Standards and Staff Comments</th>
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<tbody>
<tr>
<td>City Code</td>
<td>City Standards and Staff Comments</td>
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</tbody>
</table>

- **16.05.010**
  - Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety and general welfare.

  **Staff Comments**

  The Applicant intends to construct all necessary infrastructure, if the project is approved.

  That said, the Applicant is requesting the allowance of an alternative to Section 16.04.020: Streets, which includes intersection road centerline minimum radii. Please refer to Section 16.04.020 for further details.

  The Commission found the Applicant’s request appropriate, and that this standard has been met.

| A. | Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer’s written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.

  **Staff Comments**

  This standard will be met.

| B. | Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.

  **Staff Comments**

  This standard will be met.

| C. | Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.

  **Staff Comments**

  This standard will be met.

**16.05.020: Streets, Sidewalks, Lighting, Landscaping**
16.05.020 Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.

Staff Comments

All public infrastructure shall meet City specifications. No street lights are proposed at this time.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

A. Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)

Staff Comments

Any and all proposed street cuts shall be per this standard and shall be approved by the Streets Division prior to construction.

All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.

The Commission found that this standard has been met.

B. Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.

Staff Comments

Street names and signage are proposed. All proposed street names have been reviewed and approved by the City and the Assessor’s Office. A Street Signage Plan will be needed. This has been made a Condition of Approval.

The Commission found that this standard has been met.

C. Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIIIB of the Hailey Zoning Ordinance.

Staff Comments

N/A, as no street lights are shown and/or proposed. The Commission found that this standard has been met.

16.05.030: Sewer Connections

Sewer Connections: The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
Sewer services are shown from each lot and connecting into an eight (8”) inch sewer main. Connection details to the existing sewer system shall be approved by the Wastewater Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.

The Wastewater Division also recommends that the following be resolved and/or completed prior to final design:

- The City shall have the opportunity, via public easements, to maintain sewer main lines, if necessary; however, the City shall have no obligation to do so.
- The service line to proposed Lot 1 shall be perpendicular to the main line. This change has been updated in the attached drawings and will remain as a Condition of Approval.

The items noted above were Conditions of Approval that were developed from the original plans by the Applicant. Since the Planning and Zoning Commission’s approval, the Applicant has revised the drawings and the above conditions are no longer applicable.

That said, the Applicant plans to install a single grinder pump for each residence. The Wastewater Division recommends the following:

- Backflow prevention will be needed
- Cleanouts will be needed
- Freeze protection will be needed under roadway
- Gravity drop into mainline (prefer greatest height difference reasonable)
- Sewer main on river is concrete asbestos (replace section with PVC for multiple connections)
- City will only maintain at the connection on River Street
- Final approval is subject to final design details

16.05.040: Water Connections

A. Requirements: The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

Water services are shown from each lot and connecting into an eight (8”) inch water main. Connection details to the existing water system shall be approved by the Water Division prior to construction. All infrastructure will require detailed final construction drawings, to be submitted to the City and approved by the City prior to construction. All construction must conform to...
City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.

Other recommendations and/or comments made by the Water Division include:
- The Applicant shall install insulating material (blue board insulation or similar material) to the water service of proposed Lot 1. This has been made a Condition of Approval.
- The Applicant shall consider construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south (see conceptual water main alignment, in red, in image below). The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

The Applicant has agreed to construct a looped water system. The drawings have been updated to reflect these changes, and will be reviewed for compliance by the Public Works Department at final design.

The Commission found that this standard has been met.

B. Townsite Overlay: Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.

Staff Comments: N/A, as this project is not within the Townsite Overlay (TO) District. The Commission found that this standard has been met.

16.05.050: Drainage
### 16.05.050: Drainage

**Drainage: The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)**

**Staff Comments**

Drainage details have been submitted. Review of drainage calculations will take place during final design. Design appears to be sufficient for anticipated runoff.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

### 16.05.060: Utilities

**Utilities: The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**

**Staff Comments**

Utilities will be constructed and installed underground. Additional utility company comment and engineering details will be required at final design.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

### 16.05.070: Parks, Green Space

**Parks, Green Space: The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.**

**Staff Comments**

Please refer to Section 16.04.110 for further details. The Commission found that this standard has been met.

### 16.05.080: Installation to Specifications; Inspections

**Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**

**Staff Comments**

An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be further evaluated in greater detail at final design. The inspection process of the proposed public improvements shall include materials testing to ensure the compliance with the Hailey Municipal Code.

The City will need to select an inspector, to be paid for by the Applicant, for all water, sewer, and roadway infrastructure during construction.

The Commission found the Applicant’s request appropriate, and that this standard has been met.

### 16.05.090: Completion; Inspections; Acceptance

#### A.

**Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.**

**Staff Comments**

This standard shall be met.
The Commission unanimously recommended approval of the Preliminary Plat for Amatopia Subdivision, subject to the following conditions:

**General Conditions:**

1. All Fire Department and Building Department requirements shall be met.
2. Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.
4. The Final Plat must be submitted within one (1) calendar year from the date of approval of the Preliminary Plat.
5. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.
6. Any Application Development Fees shall be paid prior to recordation Final Plat.
7. Prior to construction, the Applicant shall submit the following:
   i. A Site Alteration Permit
   ii. A Storm Water Pollution Prevention Plan (SWPPP)
   iii. An Erosion Control Plan

**Streets and Right-of-Ways:**

8. All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:
   i. The Applicant shall submit a Street Signage Plan at final design.
   ii. The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design.
   iii. Two cost estimates to determine the final amount of the River Street design in-lieu payment (sidewalk, bike path, street trees, curb and gutter) shall be provided.

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Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the in-lieu payment prior to City Council review of Final Plat.

iv. Drywell and other construction details shall be provided at final design.

v. Plat Note No. 3 shall be modified to read, “Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Homeowner’s Association. Parcel A shall be unbuildable except for vehicular access and public pedestrian access, and ingress/egress, and utilities”.

vi. The Applicant shall provide two (2) additional guest parking spaces for each lot. These spaces may be located: a) within the residential lot (e.g., between the garage and the roadway); b) as parallel spaces within the street parcel or easement adjacent to the travel lanes; c) in a designated guest parking area; or d) as a combination thereof. This will be reviewed for compliance upon submittal of individual Building Permits.

Water and Wastewater:

9) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval, and shall meet City Standards where required. Infrastructure to be completed at the Applicant’s sole expense include, but will not be limited to:

   i. The installation of insulating material (blue board insulation or similar material) to the water service of proposed Lot 1.

   ii. The construction of a looped water main system. Said system would prevent both the proposed dead end, as well as an existing dead end on the property to the south. The Applicant shall also contact the adjoining property owners and/or Homeowner’s Association (to the south) regarding such system and possible connection.

   iii. The City shall have the opportunity, via public easements, to maintain sewer main lines, if necessary; however, the City shall have no obligation to do so.

   iv. The service line to proposed Lot 1 shall be perpendicular to the main line.

Parks and Open Space:

10) The Applicant shall have the parcel (1.4 acres) appraised as required by Section 16.04.110 of the Hailey Municipal Code, the in-lieu fees shall be paid prior to recordation of the Final Plat.

11) The Applicant shall submit a list of costs for park improvements, which includes, but is not limited to, acquisition, construction and all related costs. This shall be submitted for approval by the Parks and Lands Board prior to their meeting on December 16, 2020.

Other:

12) The Applicant shall submit a Construction Management Plan depicting fencing and/or other protective material that preserves and protects the existing landscaping from damage during the construction process, as shown on the Planting Plan.

13) Additional snow storage areas shall be designated and shall account for the existing vegetation within snow storage areas.

14) The following shall be added as a plat note:
“The following turf landscape restrictions apply:

i. For lots less than or equal to 8,500 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.

ii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.

iii. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent”.

15) The private road shall be constructed of an asphalt surface that is 18’ in width.

16) The maximum building height for Lot 4 and Lot 5 shall be limited to 32’ in height.

**Motion Language:**

**Approval:** Motion to approve the Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, wherein Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street) is subdivided into five (5) lots, ranging in size from 6,090 square feet to 8,035 square feet, finding that the application meets all City Standards, and that Conditions (1) through (16) are met.

**Denial:** Motion to deny the Preliminary Plat Application by Amatopia, LLC, represented by Galena Engineering, where Tax Lot 7816, Section 9 & 16 TL 7816 2N 18E (235 West Maple Street, finding that ________________ [Commission should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing to ________________ [the Commission should specify a date].
GENERAL CONSTRUCTIONS NOTES


2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL EXCAVATIONS NEEDED PRIOR TO AND RELATED TO THE INSTALLATION OF WATER MAINS IN THE AREA OF CONSTRUCTION. IN THE EVENT THAT THE CONTRACTOR LOCATES ANY EXISTING UNDERGROUND UTILITIES, ALL EXISTING UNDERGROUND UTILITIES MUST BE LOCATED WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.

3. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.

4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND WATER MAIN PERMITS). THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.

5. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.

6. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.

7. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.

8. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL MEET ITD STANDARDS AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.

9. TROTORIS MAY BE USED IN CONCRETE MIXES TO IMPROVE CONCRETE WORKABILITY. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.

10. FOR EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING. LIMITED EXISTING ITEMS

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SELLER'S DRAWING INFORMATION

DEVELOPER
AMATOPIA LLC
PO BOX 5863
KETCHUM, ID 83340

CIVIL ENGINEER
GALENA ENGINEERING, INC.
317 N. RIVER ST.
HAILEY, IDAHO 83333

LAND SURVEYOR
MARK PHILLIPS, PLLC
GALENA ENGINEERING, INC.
317 N. RIVER ST.
HAILEY, IDAHO 83333

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NOT FOR CONSTRUCTION
SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to subdivide Tax Lot 7816 as shown and show the monuments found during the boundary retracement of Tax Lot 7816. The Boundary shown is based on found lot corner monuments and the Record of Survey for Dankanyin Property, Instrument Number 459901, records of Blaine County, Idaho. All found monuments have been accepted. The additional documents used in the course of this survey include:

- Lot 4A, Block 1, Southridge Subdivision, Instrument Number 446824
- Southridge Subdivision, Instrument Number 212956
- Carbonate View Subdivision, Instrument Number 665257
- Nottingham Subdivision: Block 1, Lot 2A, Instrument Number 492082
- Nottingham Subdivision, Instrument Number 309879
- Maple Subdivision, Instrument Number 415788
- A Replat of Lot 2 Maple Subdivision Amended, Instrument Number 458878
- Mountain Rim Townhouses, Instrument Number 504127
- Record of Survey showing the Dankanyin Property, Instrument Number 337862

2. A Lot Book Guarantee for Tax Lot 7816, has been issued by Sun Valley Title, authorized agent for Title Resources Guaranty Company, File Number 20381691, with a Commitment Date of September 1, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.

3. Parcel A shall be dedicated as a private road parcel to be owned and maintained by the Home Owner's Association.

4. Parcels B and C shall be dedicated as open space to benefit this subdivision.

5. Snow storage easements shall be dedicated as shown hereon for snow removed from Parcel A.

6. The applicant is requesting to provide payment in lieu of a park per City of Hailey code § 16.05.070.

7. The applicant is requesting to provide payment in lieu of developing sidewalks along the subdivision frontage to River Street per City of Hailey code § 16.04.110.

8. The subject property and adjacent property to the north is zoned General Residential (GR). Adjacent property to the south is zoned Limited Residential (LR-1).

2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. IF CLEAN SAND AND GRAVEL SHALL CONTACT THE ENGINEER.

3. PLACE A MINIMUM OF 4" OF COMPACTED BEDDING ON PREPARED SUBGRADE AS SPECIFIED.

4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL.

5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

TYPICAL TRENCH SECTIONS

NOTES

1. Type I Pipe Bedding material shall meet the requirements of the current edition of the ISPWC Standards-Section 305-Pipe Bedding.

2. Type II Crushed Aggregate (2" minus) COMPACTED TO 95% OF STANDARD PROCTOR DENSITY

3. PIPE MATERIALS SHALL BE OF TYPE II CRUSHED AGGREGATE (2" MINUS)

4. 48" MAX. DRAINAGE AGGREGATE

5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE

6. Type B Trench Section shall be used outside of any Type A, where new streets are not planned.

7. Rock shall be excavated to at least standard trench width per the current edition of the ISPWC Standards-Section 302-Rock Excavation.

8. Depth Determined by unsuitable subgrade conditions exist.

9. 3/4" MINUS CRUSHED GRAVEL PER ISPWC TABLE 802 COMPACTED TO 95% OF MAX. STD. PROCTOR DENSITY

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021   DEPARTMENT: Community Development   DEPT. HEAD SIGNATURE: LH


AUTHORITY:  □ ID Code ____________  □ IAR ____________  □ City Ordinance/Code Title 16
(IFAPPLICABLE)

BACKGROUND: City Staff are proposing complementary changes to Hailey’s existing streetlight. Changes include a new design, color, height and detail. A new streetlight, though a simple change or addition, can have great impact on the overall feeling of an area, downtown or vibe of a city. City Staff have chosen a new streetlight that offers a more contemporary feel and is clean, yet complements the existing streetlights in Hailey.

The current streetlight and pole design that adorns Hailey’s streets and sidewalks are no longer in production. The existing design will be replaced with a new streetlight that is similar in style and details to the existing street light and pole (see image below). The proposed streetlight pole and head will be black in color. An additional piece, an arm, to hang flower baskets on will be purchased and installed on the pole, and will also be black in color. The pole will be made of aluminum with stainless steel hardware, and be 16’ in height (top of luminaire).

![Existing Streetlight](image)

![Proposed Streetlight](image)

The luminaire will be LED and the temperature will be warm, or 2,700k, which is similar to the existing lumen output (see image below).
A draft Ordinance is attached, accompanied by the existing and proposed Street Light Details.

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: (IF APPLICABLE)

__ City Attorney        ___City Administrator       ___ Engineer ___ Building
___ Library          ___ Planning         ___ Fire Dept. ___ _______________
___ Safety Committee    ___P & Z Commission       ___ Police  __ _______________
___ Streets         __ Public Works, Parks       ___Mayor  ___ _______________


ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve the first reading of Ordinance 2021-______, an Ordinance amending Title 18: Mobility Design, Chapter 18.14: Standard Drawings, Section 18.14.014: Miscellaneous, to modify E (2): Street Light Details, and read by title only.


Continuation: Motion to continue the public hearing to ________________ [the Council should specify a date].

Date ______________________
FOLLOW-UP:
*Ord./Res./Agrmt. /Order Originals:  *Additional/Exceptional Originals to: ________________
Copies (all info.):  Copies
Instrument # _______________________

--407--
AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, MODIFYING TITLE 18: MOBILITY DESIGN, CHAPTER 18.14: STANDARD DRAWINGS, SECTION 18.14.014: MISCELLANEOUS, E (2): STREET LIGHT DETAILS, TO REPLACE THE CURRENT STREET LIGHT DESIGN WITH A NEW STREET LIGHT AND POLE DESIGN; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has determined that it is necessary for the City to select a new street light and pole design, as the existing street light and pole design are no longer in production;

WHEREAS, the Hailey City Council has determined that the following amendments to the Hailey Municipal Code will generally conform to the Haley Comprehensive Plan;

WHEREAS, the Hailey City Council has determined that the following amendments will not create excessive additional requirements at public cost for public facilities and services; and

WHEREAS, the Hailey City Council has determined that the following amendments will help ensure that uses are compatible with the surrounding area.

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


SECTION 3. 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 art thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.
PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF ____________, 2021.

______________________________
Martha Burke, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
Exhibit “A”: Existing Street Light Details

New York Cast Aluminum Extruded post w/ 20” Base
BHC Series Roadway Arm
Eurotique Hanover Pendant

POLE ATTRIBUTES:
The cast aluminum pole shall be of all aluminum, one piece construction. The base shall be heavy wall, copper foil, cast aluminum produced from certified ASTM 300.1 ingot. The tapered shaft shall be extruded from aluminum, heat treated to a T6 temper. A grounding screw shall be provided inside the base opposite the door.

CROSSARM ATTRIBUTES:
The crossarm shall be all aluminum, one piece construction. The arms shall consist of a decorative post mounting piece, a cantilever arm, a flat bar, and a decorative arm piece for ornamental mounting. The post mounting piece and luminaire mounting pieces shall be heavy wall, copper foil, cast aluminum. The arms shall be a 3 inch outside diameter by 2 inch post top tenon and joined with sockets at unknown.

FIXTURE ATTRIBUTES:
The Eurotique shaped pendant or wall mount luminaire consists of a piece housing and skirt with an internal light engine with a choice of two lamps options.

POLE:
New York Cast Aluminum Extruded post w/ 20” Base
[PN 0020 14 FS 975 ALD7 MP3128A]

POLE DETAILS:

ACCESSORY:

2018 CITY OF HAILEY STANDARD DRAWINGS
STREET LIGHT DETAIL
DRAWING NO.

18.14.014.E2
Exhibit “B”: Proposed Street Light Details

Rockford Harbor Series Pole

- Aluminum, Bollard Height 12 ft.
- Tapered 4.5” x 1” EM 2000 Series Black

Cordoba Series Roadway Arm

- 600W AcuLed, 2700 Series CCT

Anchor Details

- 270° Opening
- 90° Base
- 90° Opening

Steady Mounting, Brass Finish

Type 32 Generation 10 Control, LED Control Arm

Testing Unit: New

Customer Notes:
1. COMPLETE BOLT HOLE MARKS REQUIRED. LOCATION OF PILE AND COMPLETE SCHEDULE OF INSTALLATION
2. ANCHOR INSTALLMENT REQUIRED FOR VARIOUS ONLY. 10% MORE
3. Force Approved. Warning: Pile

Customer Signature:

DATE: __________

2021 CITY OF HAILEY STANDARD DRAWINGS

STREET LIGHT DETAIL
18.14.014.E.2

DRAFTING NO: __________

--411--
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Motion to authorize the Mayor’s signature on the Croy Creek Campground Grant Application, for a $731,340 grant award, to the Idaho Department of Parks and Recreation (IDPR) Recreational Vehicle Fund, for construction of a 33-site municipal campground, and to authorize Staff to prepare and submit a plat amendment to Blaine County. ACTION ITEM

AUTHORITY: □ ID Code ____________ □ IAR ____________ □ City Ordinance/Code N/A (IF APPLICABLE)

Background. The Idaho Department of Parks and Recreation (IDPR) provides a variety of funding programs and grants each year to government entities in Idaho for equipment, or for the creation and renovation of outdoor recreational facilities. Upon learning about the grant opportunity and monies available from the IDPR RV Fund, City Staff and partners, such as the Wood River Land Trust, have collaboratively designed a municipally-run campground with 33 low-impact campsites on city-owned property out Croy Canyon.

The proposed project, Croy Creek Campground, would be the first developed campground in Hailey, and a valuable amenity to the greater Wood River Valley. It would be constructed on a city-owned parcel at 89 Croy Creek Road, and be located on the northern portion of the Hailey snow storage site. The campground would be positioned less than one (1) mile from downtown Hailey, and is well-situated between world-class mountain bike trails, natural preserve managed by the Wood River Land Trust, dog-walking opportunities at the local animal shelter, Mountain Humane, and two municipal parks.

This low-impact campground would reflect the following core values:

1. It reflects best land planning practices for dry RV and tent camping design and compatibility.
2. It provides strong stewardship of the natural resources, and respects the high-desert, riparian-edged landscape in which it is located.
3. It provides safe drinking water and sanitation facilities.
4. It educates guests as to the values and ethics of our local Hailey community through signage, waste management, land impacts, erosion, soil compaction, management of pets, information on the native wildlife and ecosystem, and more.

Campground Components. As designed, the campground contains the following components:

- Gravel access road and gravel sites (no pavement)
- No services at sites: dry camping
- 24 RV campsites
  - 6 pull-through sites
  - 15 back-in sites (2 ADA-compliant sites)
  - 3 parallel sites
- 9 tent sites
- “Living area” delineated for each camp site, which would include a picnic table, fire ring and tent platform
- Two ADA-compliant vault toilets
- Two potable water sources and dishwashing stations
- Enclosed dumpsters
- Pet poop bag dispensers
- Overflow parking area
- Informational Areas (kiosks)
- Trail System
- Wildlife-friendly split-rail fencing separating camping areas from adjacent riparian zones
- Native trees and plants, to be established in a natural manner
Council Review and Public Comment. The Hailey City Council reviewed the grant application proposal on January 11, 2021. No decision was made and further review and discussion will be held on January 25, 2021. Since the January 11, 2021 hearing, the City has received public comment emails raising questions over the following:

- **Project Impacts.**
  - **Public health and safety issues.** Camping in non-designated areas with risk of wildland fire, health and sanitation issues due to lack of resources (toilet facilities nearby), and trash or littering due to lack of resources (dumpsters or trash disposal nearby) are the predominant public health and safety issues within the area.
    1. By formalizing specific RV campsites, we would minimize the risk of wildland fire. Metal fire rings would replace the need to create a fire ring, and fire rings would be set into the living area (gravel pad), which would eliminate the overgrowth of native plants and/or noxious weeds; another potential fire hazard.
    2. Health and sanitation issues arise when appropriate facilities are lacking. By installing two ADA compliant vault toilets within the RV campground, we would abolish the accumulation of human waste within these sensitive areas. Additionally, by having an established RV dump station in Hailey (approximately two (2) miles from the campground), we have a safe facility in place for RV campers to properly dispose of human waste.
    3. Integrating dumpsters within enclosed areas of the campground would lessen the adverse impacts and unsightly scene inherent with trash. Two trash enclosures with dumpsters are proposed within the campground to alleviate any problems.

- **Wildlife and native ecosystem.** Resource damage is another motive to prioritize the development of the campground. Degradation is occurring at informal, unstructured camp sites near town, such as near the Big Wood River. What once was a small, impromptu site can eventually grow into ‘campers sprawl’, which leads to erosion, degradation of vegetation and wildlife habitat, an increase in pollutants in our waterways, and more. It happens fast and unfortunately, restoration in a high-desert environment is an incredibly slow process.

Wildlife resources in and adjacent to Hailey are defining components of our community character that should be protected. By providing designated RV campsites in an otherwise fragile ecosystem, we hope to promote sustainable recreation practices and eliminate the ‘sprawl’ that inherently comes with non-specific sites, or primitive camping.

Staff had a preliminary field visit with the Idaho Department of Fish and Game (IDFG) regarding the platted 300’ wildlife corridor on the property. City Staff suggested moving the platted corridor to the west, into an area where the riparian vegetation more naturally connects with Croy Creek Road. Feedback from IDFG Staff is pending.

Citizens have noted that Russian Olive should be removed from the plant list, which has been done.

- **Informational signage.** In collaboration with local contractors and design firms, the City would assist in the design, construction and installation of informational kiosks for the project. These kiosks would be positioned at the entrance to the campground and another toward the center of the campground. Through signage, maps and informational vignettes, these kiosks would inform campers of the rules and regulations,
visitor information, important safety information of the campground and local area, and historical significance of the local area.

**Campground Management.** The Public Works Department and selected contractors would utilize and provide the equipment, supplies and materials necessary for project construction. Construction would include the creation of a 20’-wide gravel road, which is looped road system, to adequately service the proposed campsites. Each campsite would be level, graded and developed.

In partnership with local contractors and design firms, the City would also assist in the design, construction and installation of the informational kiosks for the project. These kiosks would be positioned at the entrance to the campground and another toward the center of the campground. Through signage, maps and informational vignettes, these kiosks would inform campers of the rules and regulations, visitor information and important safety information of the campground and local area. The fee station, equipped with a metal box, would be constructed and situated near the central campground kiosk, which would allow for the collection of fees; a site-specific amount for overnight camping. The City intends to employ a first-come, first-served reservation system; however, a reservation platform, such as [www.recreation.gov](http://www.recreation.gov) or [www.reserveamerica.com](http://www.reserveamerica.com), may be explored at a later date depending on popularity and demand.

The City will maintain and ensure successful operation of the campground. Responsibilities and ongoing maintenance of the facility would include maintenance projects and general housekeeping -- fee collections, reservation ticketing, site clean-up, litter pick-up and removal, restroom maintenance (stocking supplies, cleaning toilets, sweeping floors), raking campsite pads, washing tables, cleaning out fire rings, assessing campsites for damage, and maintenance to landscaping and trails. The Public Works Maintenance Team would coordinate and report any repairs of campground infrastructure. Additionally, the Public Works Department would purchase the necessary supplies to maintain and successfully operate a clean and safe RV campground – toilet paper, trash bags, pet poop bags, cleaning supplies and tools (brooms, rakes, shovels). Additionally, and per the direction of the Council at the January 11, 2021 public hearing, the City would contract for a campground host to remain on-site for the season.

**Process and Timeline.** A draft timeline is attached. The project is subject to a Conditional Use Permit from Blaine County. Staff recommends that the process be initiated this spring. If grant funds are awarded, construction would begin immediately (early fall 2021); however, the campground would not be open to the public until the 2022 season, to allow plant material to establish. If this timeline cannot be achieved due to other processes involved (i.e., entitlement process, design and bidding process, LOMA/LOMR, etc.), opening of the campground would be delayed by a year.

**Cost Estimate.** A cost estimate is attached to this report. The grant request is anticipated at $731,340 with an in-kind match of staff labor of approximately 14.1% or $103,220. This in-kind match may see an increase if additional staff time/equipment are utilized.

**Attachments include:**
1. Croy Creek Campground Presentation Packet by LYON Landscape Architects
2. Conceptual Site Plan
3. IDPR Grant Application Questions
4. Croy Creek Campground Budget Proposal
5. Timeline for Croy Creek Campground
6. Grant Letters of Support
7. Public Comment Emails

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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<th>YTD Line-Item Balance $</th>
<th>Estimated Hours Spent to Date:</th>
<th>Estimated Completion Date:</th>
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Staff Contact: Lisa Horowitz
Phone 208-788-9815 Ext. 1

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

City Attorney       City Administrator       Engineer       Building
Library       Planning       Fire Dept.
Safety Committee       P & Z Commission       Police
Streets       Public Works, Parks       Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to authorize the Mayor’s signature on the Croy Creek Campground Grant Application, for a $731,340 grant award, to the Idaho Department of Parks and Recreation (IDPR) Recreational Vehicle Fund, for construction of a 33-site municipal campground, and to authorize Staff to prepare and submit a plat amendment to Blaine County.

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: *Additional/Exceptional Originals to: 
Copies (all info.): Copies
Instrument #
CROY CANYON CAMPGROUNDS
Hailey, Idaho

CROY CANYON CAMPGROUND GRANT APPLICATION
NOTES
1. BOUNDARY INFORMATION IS APPROXIMATE AND BASED ON RECORD INFORMATION.
2. AERIAL IMAGE IF SHOWN, IS FROM GOOGLE EARTH DATED JULY 2016.
3. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR:
   BLAINE COUNTY, IDAHO, (UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 PANEL NO. 16013C 0664 E DATED NOVEMBER 26, 2010.
   VERTICAL DATUM IS NAVD88.

1"=50'

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<tr>
<td>6</td>
<td>75'</td>
</tr>
<tr>
<td>7 HC</td>
<td>75'</td>
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<td>8</td>
<td>75'</td>
</tr>
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<td>9 HC</td>
<td>75'</td>
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<td>15</td>
<td>40'</td>
</tr>
<tr>
<td>16</td>
<td>40'</td>
</tr>
<tr>
<td>17-20 Class B Campsite</td>
<td>25'</td>
</tr>
<tr>
<td>21D</td>
<td>60'</td>
</tr>
<tr>
<td>22-24 Class B Campsite</td>
<td>25' (35 space)</td>
</tr>
</tbody>
</table>

Description
- Parking Spaces
  - Tents Sites: 12 Standard, 2 HD
  - Welcome/Interpret. Parking: 8 Standard, 2 HD

Note: All gravel standard vehicle pads are 12' wide, standard parking spaces are 10', Handicap parking spaces are 11' wide with 5' wide accessible isle.

* Campsite 13HC may be expanded as a pull through into 14D as needed.
CROY CANYON CAMPGROUND
GRANT APPLICATION
ENLARGED PARTIAL SITE PLAN
SCALE: 1” = 10’-0”
ADA ACCESSIBLE LIVING PAD WITH FIRE RING + TABLE

ADA ACCESSIBLE DOUBLE VAULT TOILETS

ADA ACCESSIBLE RECYCLED PICNIC TABLES

INTERPRETIVE SIGNAGE

CROY CANYON CAMPGROUND
GRANT APPLICATION

IMAGES
SITE AMENITY INSPIRATION
INTERPRETIVE SIGNAGE SHOULD BE ENGAGING, INFORMATIVE AND EDUCATIONAL

SUSTAINABILITY IN THE HIGH DESERT ENVIRONMENT
• SOLAR ENERGY
• COMPOSTABLE & RECYCLED BUILDING MATERIALS
• USE OF CAPTURED SNOW MELT AND GRAY WATER
• LIGHT TOUCH & LIMITED DISTURBANCE OF THE LAND
• NATIVE VEGETATION

HISTORY OF HAILEY AND THE WOOD RIVER VALLEY
• MINING
• WOOD RIVER LAND TRUST
• RAIL LINE
• RECREATION + HOT SPRINGS DEVELOPMENT

FLORA, FAUNA & RIPARIAN RESTORATION OF CROY CANYON AND THE WOOD RIVER VALLEY
• DEER, ELK & MOOSE
• FOX, COYOTE & MOUNTAIN LION
• WILLOWS, IDAHO FESCUE, SAG EBRUSH
CROY CANYON CAMPGROUND
GRANT APPLICATION
IMAGES - VEGETATION

PINE TREE
HONEY LOCUST
RABBITBRUSH
RUSSIAN OLIVE
NATIVE GRASSES
SAGEBRUSH
NOTES
1. BOUNDARY INFORMATION IS APPROXIMATE AND BASED ON RECORD INFORMATION.
2. AERIAL IMAGE IF SHOWN, IS FROM GOOGLE EARTH DATED JULY 2016.

CROIY CREEK CAMPGROUND
Croy Canyon Ranch Subd. Lot 2 (89 Croy Creek Road)

Project Location

-426--
Croy Creek Campground
IDPR Grant Application Questions

**Purpose:** The purpose of the RV fund is the acquisition, lease, development, improvement, operations and maintenance of facilities and services designed to promote the health, safety and enjoyment of recreational vehicle users.

1) Program Purpose. How does this project address the stated purpose of the program?
The proposed project, Croy Creek Campground, meets the RV Program’s stated purpose as it would result in the development of a safe, modern, well-designed RV campground in an area where none exists.

The project would be the first campground in Hailey, and a valuable amenity to the greater Wood River Valley, and the RV community. This municipally-run campground is less than one (1) mile from downtown Hailey, is well-situated between world-class mountain bike trails, natural preserve managed by the Wood River Land Trust, dog-walking opportunities at the local animal shelter, Mountain Humane, and two municipal parks, which feature concerts, sporting events, and children’s play areas. The City’s RV dump station is located approximately two (2) miles from the proposed Croy Creek Campground, as shown on the attached vicinity map.

The proposed campground promotes health and safety through the following goals:
1. It reflects best land planning practices for dry RV and tent camping design and compatibility.
2. It provides strong stewardship of the natural resources, and considers the high-desert, riparian-edged landscape in which it is located.
3. It provides safe drinking water and sanitation facilities.
4. It educates guests as to the values and ethics of our local Hailey community through signage, proper waste management techniques, land impacts, erosion and soil compaction, management of pets, information on the native wildlife and ecosystem, and more.

2) Project Urgency.
a. Describe the urgency of this project due to potential resource damage, or other impacts that may cause an opportunity to be lost if no action is taken. If this project is not funded, what effects will it have?
No RV camping exists in and around Hailey. The 2020 pandemic has increased pressure on municipal and public lands to provide safe, sanitary facilities suitable for RV camping. There is a great opportunity on this municipally-owned land for the development of a campground. City staff are available in 2021 and 2022 to work on this project, both in design and construction, as part of the obligated matching funds due to a lull in other municipal projects. These staff resources, due to the economic growth of the City of Hailey, will not be available in later years, causing a lost opportunity if the grant is not awarded.

Resource damage is another motive to prioritize the development of the campground. Degradation is occurring at informal, unstructured camp sites near town, such as near the Big Wood River. What once was a small, impromptu site can eventually grow into ‘campers sprawl’, which leads to erosion, degradation of vegetation and wildlife habitat, an increase in pollutants in our waterways, and more. It happens fast and unfortunately, restoration in a high-desert environment is an incredibly slow process.
Wildlife resources in and adjacent to Hailey are defining components of our community character that should be protected. “The cottonwoods that line the river are the largest natural forest within the City and provide important floodplain functions, as well as excellent wildlife habitat”. By providing designated RV campsites in an otherwise fragile ecosystem, we hope to promote sustainable recreation practices and eliminate the ‘sprawl’ that inherently comes with non-specific sites, or primitive camping.

Additionally, these campsites will offer suitable camping for those with RVs, tents, ‘Class B’ motorhomes and/or those requiring ADA accommodations, where none exist. By furnishing the resources needed to camp (restrooms, potable water, trash bins, level and graded sites) we can safeguard the delicate and natural habitat of the area, provide a safe facility to meet the needs of various user groups, encourage sustainable use and enjoyment of the great outdoors, and promote health - for our visitors and our environment.

b. How does the project address public health and safety issues?
Camping in non-designated areas with risk of wildland fire, health and sanitation issues due to lack of resources (toilet facilities nearby), and trash or littering due to lack of resources (dumpsters or trash disposal nearby) are the predominant public health and safety issues within the area.

1. The use of campfires is steeped in history and tradition, so much so, some would not camp without a campfire. To enjoy a campfire and be safe, the best practice is to build a fire within an existing fire ring situated in a designated campsite. By formalizing specific RV campsites, we would minimize the risk of wildland fire. Metal fire rings would replace the need to create a fire ring, and fire rings would be set into the living area (gravel pad), which would eliminate the overgrowth of native plants and/or noxious weeds; another potential fire hazard.

2. No toilet facilities exist in the area and the closest facility to the proposed project is approximately 0.7 miles away. Health and sanitation issues arise when appropriate facilities are lacking. By installing two ADA compliant vault toilets within the RV campground, we would abolish the accumulation of human waste within these sensitive areas. Additionally, by having an established RV dump station in Hailey (approximately two (2) miles from the campground), we have a safe facility in place for RV campers to properly dispose of human waste.

3. No form of garbage disposal exists in the area. Integrating dumpsters within enclosed areas of the campground would lessen the adverse impacts and unsightly scene inherent with trash. Two trash enclosures with dumpsters are proposed within the campground to alleviate any problems.

3) Project Impact. Describe how the project creates new opportunities not currently available.
Croy Creek Campground would create an opportunity for RV camping in close proximity to downtown Hailey, with an option for campers to attend special events, the Farmers Market, festivals, visit the parks, and utilize the surrounding trails, all at a stone’s throw away from their RV door or tent flap.

The City of Hailey is situated in the heart of the Wood River Valley. This town, snug within the majestic Central Idaho Rockies, is surrounded by wild public lands. A town intertwined with the natural beauty of a high-desert ecosystem, Hailey thrives on diversity, tourism and culture, recreation, and community. Hailey is a four-seasons destination with pleasant lodging options, but no option to camp locally, and no RV camping.

This campground would create that opportunity. It’s close proximity to downtown and suite of campsites would fulfill the needs of various RV user groups from standard RV sites and tent sites, to ‘Class B’ and ADA-compliant sites. Croy Creek Campground would be a less expensive alternative to
hotels, lodges and short-term rentals, and would be priced competitively with Forest Service
campgrounds located north of Ketchum. Additionally, this RV campground would facilitate educational
opportunities -- a way to learn more about RV camping in a high desert, riparian ecosystem, and an
opportunity to enjoy the expanse of sagebrush and rocks, wetlands and water, the mountains and the
open spaces of Hailey.

4) Plan or Survey. Is this project included in an outdoor recreation plan or survey? How does this
project relate to the recommendations of the plan?
The Hailey Comprehensive Plan and the Hailey Greenway Master Plan both state a need for camping
near Hailey.

The Hailey Comprehensive Plan outlines several goals for special areas, sites and recreation, parks and
lands. The goals encourage the preservation of special areas, which includes cultural and scenic
amenities, such as trails, the historic downtown, open spaces that surround Hailey, undeveloped areas
between the cities, visible ridgelines, the night sky, and agricultural areas. Further, the plan is sensitive
to the stresses and complexities of growth, providing recreational opportunities, such as camping, that
conserve the natural environment, but meet the diverse needs of a diverse community.

The proposed RV campground would facilitate the protection of the natural environment by providing a
variety of developed RV campsites in a unique, specified area for people to explore, while preventing
disturbance of the ecosystem that helps define the rural character and charm of Hailey.

According to the 2018-2022 Idaho Statewide Comprehensive Outdoor Recreation Plan (SCORP), “As
Idaho’s urban areas continue to grow, the demand for urban outdoor recreation opportunities will
increase, and much of that burden will fall on local governments to provide the appropriate facilities and
programs within these areas”. (3) The City of Hailey has ‘felt’ the pressure to connect urban outdoor
opportunities with local amenities. Due to limited resources and funding, the City has struggled to meet
this demand. If awarded grant monies, the City plans to develop an RV campground that does not
adversely impact natural resources, native landscapes or wildlife species, but provides a facility and
appropriate amenities that balance outdoor exploration with the preservation of our natural resources.

5) Scope of Work.
   a. Describe what the project will accomplish. Describe the project planning. Explain, in
detail, what will be accomplished, including the number of units, timetable, etc. If
equipment, who will be using, number of hours used per year, and for what? (Attached
drawings or conceptual plans. Nothing larger than 11X17).

No RV camping exists in Hailey. Due to the size of the parcel, and its vicinal position to downtown Hailey,
the proposed site would be an ideal area for a municipally-run campground. The development of this
campground would fulfill a void in Hailey - providing of a safe, modern, well-designed RV campground in
an area where none exists.

A certified engineer, a certified landscape architect, and City Staff have collaborated to design an RV
campground, which provides environmentally sensitive camping in Hailey, and addresses the needs of
various user groups, including RV users. The attached drawings depict the size, scope, detail and layout
of the proposed project, including costs associated.

The Public Works Department and selected contractors would utilize and provide the equipment,
supplies and materials necessary for project construction. Construction would include the creation of a
20’-wide gravel road, which is looped road system, to adequately service the proposed campsites. Each campsite would be level, graded and developed, and landscaped with native materials. Twenty-four (24) RV sites would be constructed. Of these, six (6) would be pull-through (12’x65’); 15 would be back-in (12’x60’); three (3) are parallel parking sites (12’x25’), and two (2) RV campsites would be ADA-compliant (12’x60’ and 12’x40’).

Coupled with each campsite is a ‘living area’. This area would include a picnic table, metal fire ring and tent platform, approximately 15’x15’ in size. ADA-compliant vault toilets, enclosed dumpsters, dishwashing stations, pet poop bag dispensers, overflow parking area, trail system, native landscaping, and an offsite RV dump station (located approximately two miles from the campground) are other valuable amenities that round out Croy Creek Campground.

In collaboration with local contractors and design firms, the City would also assist in the design, construction and installation of the informational kiosks for the project. These kiosks would be positioned at the entrance to the campground and another toward the center of the campground. Through signage, maps and informational vignettes, these kiosks would inform campers of the rules and regulations, visitor information and important safety information of the campground and local area. The fee station, equipped with a metal box, would be constructed and situated near the central campground kiosk, which would allow for the collection of fees; a site-specific amount for overnight camping. The City intends to employ a first-come, first-served reservation system; however, a reservation platform, such as www.recreation.gov or www.reserveamerica.com, may be explored at a later date depending on popularity and demand. Additionally, the City may appoint a campground host to oversee campground operations; however, the City will further assess after a season or two of operation.

Ideally and if awarded grant monies, the City would begin construction of Croy Creek Campground in August, 2021. It is anticipated that construction would span one construction season and could be reservation-ready by Memorial Day of 2022. If this timeline cannot be achieved due to other processes involved (i.e., entitlement process, design and bidding process, LOMA/LOMR, etc.), opening of the campground would be delayed by a year.

The entitlement process, as shown in the attached project schedule, would include collaborative meetings with Blaine County and FEMA to complete the following:

1. Amendments to the existing plat to relocate the wildlife corridor to a more desirable location for wildlife, and minor plat not amendments
2. Preparation of Conditional Use Permit Application materials
3. Preparation of preliminary and final wetland delineation documentation
4. FEMA Letter of Map Amendment (LOMA) Application submittal

The design and bidding process would follow the entitlement process. City and/or contracted construction would commence soon after.

**Project Coordination. Have you discussed this project (in detail) with IDPR staff and/or the respective advisory committee member? Please list.**

Adam Straubinger, South Region Grant Specialist -- October 21, 2020
Adam Straubinger, South Region Grant Specialist -- December 8, 2020
Adam Straubinger, South Region Grant Specialist -- December 18, 2020
Julie Woodford, District IV Recreational Vehicle Advisory Committee -- December 23, 2020
Adam Straubinger, South Region Grant Specialist -- December 30, 2020 -- Field visit to proposed site
6) Justify the need and demand for the project. Describe the current use in the area (waterways, RV, ORMV, and/or other) and the potential use expected with the development of this project (include user days, types of users, number of users during high use, etc.). Describe the current deficiencies and how they will be corrected with the development of this project. Why is this project needed?

As mentioned, Hailey is a four-seasons destination with pleasant lodging options, but no local option exists for RV camping. The proposed project, Croy Creek Campground, would offer a less expensive alternative to the various lodging options currently available, and fulfill an unmet need by providing RV camping proximate to downtown Hailey.

The campground would be located at 89 Croy Creek Road, on a portion of a 28.52-acre parcel owned by the City. The eastern one-third of the parcel is utilized each winter as a snow storage site. The location of the proposed RV campground would not be located within the snow storage area, nor would it interfere or impact the existing use and services.

Being a limited resource, the City anticipates the campground becoming a popular amenity, especially among traveling visitors. To accommodate for peak and off-peak traffic, the RV campground would be fully operational from Memorial Day to first-snow (usually early-to-mid-November). The City would employ a 7-to-10-day stay limit in any 30-day period, and camping would be permitted only in designated areas. The City would contract for a campground host to remain on-site for the season.

The City aims to attract a variety of RV users to the campground. From mountain bikers, hunters and hikers, to large groups (baseball teams, soccer, teams, bands and musicians, artists, families) and more. The City foresees ‘no-vacancies’, or 24 occupied RV sites and nine (9) occupied tent sites, during the summer months (June through August). If each site is reserved during the peak season (33 sites in total), we predict approximately 3,000 visits (1,000 visit per month) during peak season, with weekends experiencing an increase in visits.

The predicted peak numbers above are based on estimates, as no RV campground exists in the area. If constructed, the City would implement a tracking or record-keeping system that would be a more accurate representation of visits per month/season. By creating and improving an area for designated RV camping, we foresee an increase in the use of the campground, the existing RV dump station, downtown Hailey, and the greater area of the Wood River Valley.

7) Maintenance and Operation. Describe provisions for ongoing maintenance and operation of the project (who will be responsible for the maintenance and operation and what is the annual budget?).

The City would oversee, maintain and ensure successful operation of the project. Responsibilities and ongoing maintenance of the facility would include maintenance projects and general housekeeping -- fee collections, reservation ticketing, site clean-up, litter pick-up and removal, restroom maintenance (stocking supplies, cleaning toilets, sweeping floors), raking campsite pads, washing tables, cleaning out fire rings, assessing campsites for damage, and maintenance to landscaping and trails. The Public Works Maintenance Team would coordinate and report any repairs of campground infrastructure. Additionally, the Public Works Department would purchase the necessary supplies to maintain and successfully operate a clean and safe RV campground – toilet paper, trash bags, pet poop bags, cleaning supplies and tools (brooms, rakes, shovels).
Through signage, maps and informational brochures, the City Staff would inform campers of the rules and regulations, disseminate information, distribute maps of the area, and assist in campground public relations, educational activities and special events. Additionally, City Staff would coordinate with other, local organizations in offering educational workshops that relate to and educate on the native ecosystem, history of Hailey, habitat of the area, the Dark Sky Preserve and more.

Lastly, to guarantee a first-rate, safe and sustainable experience at Croy Creek Campground, the City of Hailey would develop an annual budget for the ongoing maintenance and management of the campground.

8) Obligated Matching Funds.
   a. List the source.
   b. List the amount. Must be the same as the total in the “matching share” column on the next page (column B).
   c. Give a description of matching funds obligated to the project.
   d. Provide letter of commitment or other documentation to verify the match from each contributor. Your match will not be considered without appropriate letter(s) of commitment. Make sure the dollar value is noted on the letter of commitment.
   e. Any additional funds past five (5), upload.

All obligated matching funds would be provided by the City. The attached budget proposal outlines the City’s matching funds of approximately 14.1%.

9) User Group Support. Describe the amount of support this project has from its associated user group(s). How has this support been demonstrated (list supporting groups and attach letters)?

The Croy Creek Campground proposal garners strong support from partnering agencies, non-profits, and local businesses. Letters of Support were received (and are attached) by The Chamber of Hailey and the Wood River Valley, Idaho Good Sam Organization, the Wood River Land Trust, Woodside RV, and Idaho Department of Fish and Game.

1. **The Chamber of Hailey and the Wood River Valley.** The Chamber of Hailey and the Wood River Valley exists to advance the civic and commercial interests of its members and the Wood River Valley area. The Chamber proudly supports the grant request for a municipally-run RV campground in Hailey. “We believe that a well-organized, well-managed campground near Hailey City limits would be a highly desired amenity that would offer financial benefits to the region and the State”.

2. **Idaho Good Sam Organization.** The Idaho Good Sam Organization pledges to give aid to others, respect nature and the environment, give back to communities and those less fortunate, and celebrate friendships and community through a love for RVing. The Good Sam Organization supports the City of Hailey’s proposal and “…has an interest in expanding and improving campgrounds for the public…”.

3. **Wood River Land Trust (WRLT).** The WRLT is an organization that works to protect and sustain the treasured landscaping and life-giving waters of the Wood River Valley. The WRLT has endorsed the proposed project and together, the City of Hailey and the WRLT would work to manage, preserve and protect the land of the proposed campground and surrounding area “…for the public to experience and enjoy Croy Creek’s natural resources and wildlife”.

4. **Woodside RV.** The proposal also has endorsement from a local business, Woodside RV. Woodside RV is the only off-road dealer and RV repair shop in the Wood River Valley. As such, the business receives many requests for camping in and around Hailey. Due to the lack
of overnight camping, “RV users are overnighting in substandard locations, without access
to restroom facilities, potable water or natural amenities...”. Woodside RV is supportive of
the grant application and believes a well-managed campground near downtown Hailey
“would be a huge asset” to the City and the Wood River Valley.

5. **Idaho Department of Fish and Game (IDFG).** The IDFG has also endorsed the City’s grant
application proposal and notes, “This project proposal would increase opportunities for
outdoor recreation in the Bid Wood Valley... and will simultaneously allow benefits for
wildlife...

**Reference List**

https://woodriverlandtrust.org/simons-bauer-preserve/

(2) City of Hailey Comprehensive Plan (2010). Retrieved from
https://www.haileycityhall.org/codes_plans/documents/2012CPUpdate_000.pdf

(3) Idaho Department of Parks and Recreation. *Chapter 3: Outdoor Recreation Demand. 2018-2022
Idaho Statewide Comprehensive Outdoor Recreation Plan (SCORP).*
# Item & Category Description | Unit | Qnty | Unit Cost | Calculated Contractor Construction Cost | Reduction Based on use of City Labor | Grant Share | Local Matching Share
--- | --- | --- | --- | --- | --- | --- | ---
Construction Dust Abatement | L.S. | 1 | $3,500.00 | $3,500 | $3,500 | | |
Stripping, Grubbing & Debris Removal | S.Y. | 16,912 | $0.50 | $8,456 | $581 | $2,561.27 | |
Excavation & Export: Hillside Area | C.Y. | 800 | $45.00 | $36,000 | $20,738 | $10,440 | $4,822.10 |
Excavation & Export: Road Section | C.Y. | 3,237 | $45.00 | $145,654 | $83,904 | $42,240 | $19,509.97 |
Imported Structural Fill (Pit Run) | C.Y. | 800 | $50.00 | $40,000 | $25,253 | $9,257 | $5,490.46 |
6" of 2-1/2" Minus Aggregate Subbase | C.Y. | 1,942 | $55.00 | $106,813 | $59,708 | $29,568 | $17,537.42 |
4" of 3/4" Minus Aggregate Subbase | C.Y. | 1,295 | $60.00 | $77,682 | $39,781 | $23,790 | $14,110.57 |
2.5" Asphalt Pavement | S.Y. | 0 | $85.00 | $0 | $0 | $0 | $0 |
18" CMP Culvert | L.F. | 30 | $40.00 | $1,200 | $1,200 | | |
Catch Basin - COH Primary | Each | 0 | $3,000.00 | $0 | $0 | | |
12" Storm Drain Pipe | L.F. | 0 | $35.00 | $0 | $0 | | |
Drywell - COH Standard | Each | 2 | $5,000.00 | $10,000 | $10,000 | | |
Construction Erosion & Sediment Control | L.S. | 1 | $7,000.00 | $7,000 | $7,000 | | |
SWPPP Maintenance (1 year) | L.S. | 1 | $4,000.00 | $4,000 | $4,000 | | |
Irrigation Main | L.F. | 600 | $5.00 | $3,000 | $3,000 | | |
Irrigation Drip Zone | Each | 18 | $1,000.00 | $18,000 | $18,000 | | |
Irrigation Point of Connection | L.S. | 1 | $500.00 | $500 | $500 | | |
Irrigation Controller | L.S. | 1 | $1,000.00 | $1,000 | | | |
Soil Amendment, per site, 10 C.Y. @ $100/CY | Each | 16 | $1,000.00 | $16,000 | $16,000 | | |
25.5 Gallon plants, per site @ $60 each | Each | 16 | $1,500.00 | $24,000 | $24,000 | | |
Trees, per site | Each | 16 | $800.00 | $12,800 | $12,800 | | |
Seed, per site | Each | 16 | $200.00 | $3,200 | $3,200 | | |
Landscape Boulders, per site | Each | 8 | $200.00 | $1,600 | $1,600 | | |
Misc. Landscape Area - Entry area, disturbed areas | L.S. | 1 | $16,000.00 | $16,000 | | | |
Weed Abatement Supplies & Labor (1st year only) | L.S. | 1 | $2,500.00 | $2,500 | $2,500 | $0 | |
10,000 Gallon Fire Cistern | L.S. | 1 | $48,000.00 | $48,000 | $48,000 | | |
Septic & Drainfield for one site | Each | 1 | $25,000.00 | $25,000 | $25,000 | | |
Well Drilling | L.S. | 1 | $10,000.00 | $10,000 | $10,000 | | |
Well Pump System & Tanks | L.S. | 1 | $6,000.00 | $6,000 | | | |
Well System Underground Vault | L.S. | 1 | $3,000.00 | $3,000 | $3,000 | | |
Electrical Power Service | L.S. | 1 | $5,000.00 | $5,000 | $5,000 | | |
Electrical Conduit | L.F. | 800 | $4.00 | $3,200 | $3,200 | | |
Electrical Power Trenching | L.S. | 1 | $5,000.00 | $5,000 | $5,000 | | |

$440,306 | $229,384 | $141,576 | $64,032 | |

$98,600 | $0 | $96,100 | $2,500 | |

$105,200 | $0 | $105,200 | $0 | |
An Opinion of Probable Construction Cost for
Croy Creek Campground - Primary Sites

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<td>Total Opinion of Probable Construction Cost - Primary Sites</td>
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---435--
## An Opinion of Probable Construction Cost for Croy Creek Campground - "B" Loop

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<tr>
<th>Item &amp; Category Description</th>
<th>Unit</th>
<th>Qnty</th>
<th>Unit Cost</th>
<th>Calculated Contractor Construction Cost</th>
<th>Reduction Based on use of City Labor</th>
<th>Grant Share</th>
<th>Local Matching Share</th>
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<tr>
<td>Road/Campsite General Construction &amp; Drainage</td>
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<td>Stripping, Grubbing &amp; Debris Removal</td>
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<td>6&quot; of 2-1/2&quot; Minus Aggregate Subbase</td>
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<tr>
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<td>Blaine County Plat Amendment</td>
<td>30 days</td>
<td>Fri 2/12/21</td>
<td>Thu 3/25/21</td>
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<td>12</td>
<td>Preliminary Wetland Delineation</td>
<td>7 days</td>
<td>Fri 3/26/21</td>
<td>Fri 4/5/21</td>
<td></td>
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<tr>
<td>13</td>
<td>Prepare CUP Documents</td>
<td>14 days</td>
<td>Fri 3/26/21</td>
<td>Wed 4/14/21</td>
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<td></td>
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<tr>
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<td>Final Wetland Delineation</td>
<td>14 days</td>
<td>Tue 4/6/21</td>
<td>Fri 4/23/21</td>
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<td>45 days</td>
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<td>16</td>
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<td>35 days</td>
<td>Thu 6/17/21</td>
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<td>21 days</td>
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<td>Thu 7/15/21</td>
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<td>14 days</td>
<td>Fri 7/16/21</td>
<td>Wed 8/4/21</td>
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<td>42 days</td>
<td>Wed 8/25/21</td>
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<td>Install SWPPP Components</td>
<td>14 days</td>
<td>Wed 8/25/21</td>
<td>Mon 9/13/21</td>
<td></td>
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<td>Mass Excavation &amp; Pad Preparation</td>
<td>28 days</td>
<td>Tue 9/14/21</td>
<td>Thu 10/21/21</td>
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<tr>
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<td>14 days</td>
<td>Fri 6/24/22</td>
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<td>34</td>
<td>Reseeding and Vegetation</td>
<td>14 days</td>
<td>Thu 7/14/22</td>
<td>Tue 8/2/22</td>
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<td>35</td>
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<td>0 days</td>
<td>Tue 8/2/22</td>
<td>Tue 8/2/22</td>
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January 13, 2021

Dear State of Idaho Department of Parks and Recreational Vehicle Fund,

I am writing a letter in support of the City of Hailey’s request for grant funds to build a much-needed RV campground on city-owned property in Croy Canyon. The location, just .7 miles west of downtown and adjacent to a wide variety of recreational opportunities, is ideal.

As the Executive Director of The Chamber of Hailey and the Wood River Valley and the manager of the Hailey Welcome Center, I see firsthand the pressing need for camping options in Hailey. Between visitors, phone calls and queries on our website, we literally receive thousands of requests for camping in and around Hailey every year. Unfortunately, we have no great answers to these questions other than telling people to leave the area. In fact, approximately one in three guests who come to the Welcome Center asks, “Where can I camp near Hailey?” It will be wonderful to be able to actually help fulfill these requests.

We have a tremendous need for RV camping in our area. There is currently no organized RV camping in or around Hailey. In addition to the countless regular visitors who ask, we also host numerous baseball, softball, soccer and summer hockey tournaments, festivals, music events and other special events in Hailey that all need and will support a local campground.

Having a close-by campground would be a huge asset to our visitors. It would also be good investment for the community and the State of Idaho, as campground fees and good and services provided to visitors help support State taxes as well as the City of Hailey’s Local Option Tax.

We believe that a well-organized, well-managed campground near Hailey City limits would be a highly desired visitor amenity that would offer financial benefits to the region and the State. We are in full support of this grant application and will do everything we can to help assure that it is successful.

Sincerely,

Mike McKenna

Executive Director

The Chamber of Hailey and the Wood River Valley
Dear Erik,

I am writing to give my support to the Croy Creek Campground. This project includes:

Campground Components. As designed, the campground contains the following components:

- Gravel access road and gravel sites (no pavement)
- No services at sites: dry camping
- 24 RV campsites o 6 pull-through sites o 15 back-in sites (2 ADA-compliant sites) o 3 parallel sites
- 9 tent sites
- “Living area” delineated for each camp site, which would include a picnic table, fire ring and tent platform
- Two ADA-compliant vault toilets
- Two potable water sources and dishwashing stations
- Enclosed dumpsters
- Pet poop bag dispensers
- Overflow parking area
- Informational Areas (kiosks)
- Trail System
- Wildlife-friendly split-rail fencing separating camping areas from adjacent riparian zones
- Native trees and plants, to be established in a natural manner Campground Management.

The Public Works Department and selected contract
Our organization has an interest in expanding and improving campgrounds for the public and to that extent all registered RV owners in Idaho Pay fees to grant fund for this purpose. In my opinion, your project fits into the intended use of these funds.

On behalf of the Idaho Good Sam Organization, I endorse your request for this grant from the Idaho Parks and Recreation.

Sincerely,
Eldona Lounsbury
Good Sam Idaho State Director
gsidaho2021@gmail.com
January 6, 2021

Lisa Horowitz, Community Development Director
City of Hailey
115 Main St. Suite H
Hailey, ID 83333

Re: Croy Canyon Campground

Dear Ms. Horowitz,

Wood River Land Trust (WRLT) is pleased to partner with the City of Hailey and Mountain Humane on management and stewardship of land along Croy Creek, including WRLT’s Simons/Bauer Preserve, the City’s Croy Canyon property, and Mountain Humane’s property. We appreciate the opportunity for input on the City’s application to Idaho Parks and Recreation for the Croy Canyon Campground and look forward to collaborative management of public amenities and natural resources along Croy Creek.

The Land Trust recognizes the desire for public camping near the City of Hailey for locals and visitors. The Croy Canyon property is within close proximity of Hailey and will be connected to adjacent City parks and WRLT open space via trails and Croy Creek Rd.

As your plans for the campground further develop, we look forward to working with you on the following items:

- Working with Idaho Dept. of Fish and Game to identify a meaningful wildlife corridor through the property to respect the intent of the corridor on the Croy Canyon Ranch Subdivision I plat, potentially relocating the corridor and/or employing additional strategies for protecting the movement of wildlife in through the area
- Restoration of Croy Creek and its floodplain, which may include adjusting the location of tent sites and campground access in the future if necessary
- Designing appropriate fencing that delineates the campground boundary along Croy Creek and allows for wildlife passage
- Design and creation of interpretive signage at kiosk(s), along trails, and at the campground to educate the public about Croy Creek and its wildlife, historical attributes, restoration, and conservation
- Addressing security of the campground, parking areas, and other high-use locations and addressing impacts to the Simons/Bauer Preserve from these high-use areas
- Developing a trail system that respects wildlife while providing for nature experience, recreation, and access for all abilities
- Addressing livestock interactions, particularly during the spring and fall sheep trailing time periods
- Ongoing land stewardship, including noxious weed control, trail and fence maintenance, and dog waste

Again, we look forward to continuing our collaboration on these important lands for the public to experience and enjoy Croy Creek’s natural resources and wildlife.

Sincerely,

Amy Trujillo
Deputy Director
Dear State of Idaho Department of Parks and Recreation Recreational Vehicle Fund:

I am writing a letter in support of the City of Hailey request for grant funds to build an RV campground on city-owned property about .7 mile out Croy Canyon. As the owner of the only Off-Road dealer and RV repair shop in the Wood River Valley, we receive many requests for camping in and around Hailey.

We have a tremendous need for RV camping in our area. There is current no organized RV camping near Hailey. Subsequently, RV users are overnighting in substandard locations, without access to restroom facilities, potable water or natural amenities. Worse, they are by-passing Hailey entirely to camp north of Ketchum.

We believe that a well-organized, well-managed campground near Hailey City limits would be a huge asset. Many of our customers ask for just such a thing. We are in full support of this grant application.

Very truly yours,

WOODSIDE RV CENTER, INC.

John Goddard
President
January 21, 2021

Brian Yeager
Director, Public Works
City of Hailey
115 South Main Street
Hailey, ID 83333

RE: Letter of Support: Croy Creek Campground Grant Application

Dear Brian:

I am writing to express the Idaho Department of Fish and Game’s (IDFG) support of the City of Hailey’s application for the Croy Creek Campground Grant Application. This is a $500,000 grant award from the Idaho Department of Parks and Recreation (IDPR) Recreational Vehicle Fund. It is our understanding that this grant will be used to construct a seasonal 33-site municipal campground on city property adjacent to Croy Creek, a tributary of the Big Wood River near the city of Hailey.

This project proposal would increase opportunities for outdoor recreation in the Big Wood Valley. Several planned features will simultaneously allow benefits for wildlife, including the adjustment of the on-site wildlife corridor to a more ecologically relevant location. Locating the campground and trails outside of riparian areas, and demarking protected areas with fencing, will also benefit wildlife.

The riparian area along Croy Creek is used by big game (moose, elk, and mule deer) and other wildlife that include songbirds and small mammals. Preserving such habitat for wildlife is important as interest in outdoor recreation in the Wood River Valley grows. During the planning of this project, IDFG appreciates the spirit of mutual collaboration that the City of Hailey has used with other stakeholders (including IDFG and the Wood River Land Trust) to increase sustainability and wildlife-friendly features of the proposed campground.

In the past, we have routinely supported projects that align with IDFG’s mission to preserve, protect, perpetuate, and manage the wildlife of Idaho. We would like to express our support for efforts to improve sustainable recreation in the Big Wood River watershed near Hailey.

Sincerely,

Bradley Dawson
Magic Valley Environmental Staff Biologist
Public Comment received through January 21, 2021
Dear Mayor, City Council Members and City Administrator and Planning Director:

It is my understanding that a new RV Park east of the animal shelter is being proposed and will be discussed at the January 25 council meeting. Unfortunately neither my husband nor I will be able to attend the meeting but wish to share our thoughts regarding this new development.

My husband and I live on Bullion St near the park. It’s a residential area. Over the years we have seen traffic increase significantly going in and out of the canyon. A majority of the time the cars do not follow the speed law and go way too fast. We would hate to see even more traffic, which would most certainly happen, if the RV Park is built. We are totally against the placement of this amenity in the proposed area! It just doesn’t belong so close to a residential area. We don’t need more individuals from out of town coming into our residential zone.

We are not against RV parks and think it’s a nice idea, just in a different area where vehicles don’t have to pass so frequently by peoples homes. Our congratulations on obtaining a grant, please just use it in another location!

Once again we are against the RV Park's proposed location and hope the City Council takes this into consideration and finds a more suitable location.

Genise and Howard Homan
206 W. Bullion 562 6187881
I have glanced at the initial landscape plans for a proposed campground.  

I notice that one of the proposed shade trees in the drawings is listed as Russian Olive.  

The Russian olive is not native to Southern Idaho, but was introduced in the early part of the 20th century and is a pernicious plant that is easily spread and established by birds transporting seed. Promoting Russian olive to propagate along the Wood River or its tributaries would be a horrible mistake.  

I understand this is a very preliminary document, but I hope any reference involving inclusion of the Russian olive disappears in any future version of a site plan.  

Thanks  

RR.
Hello Lisa and thank you for getting back to us. Appreciate your willingness to discuss the plans that were in the paper last week. We understand why this seems like a good idea at this time, however there is a lot at stake for the residents and people already recreating out Croy Canyon that concerns us and we would like to get more facts. There are a number of proposed projects throughout our valley currently creating some angst for some and $$$ for others in the news. We all experienced an unprecedented summer with the covid effect and are seeing growth at an exponential rate here very quickly which is fine - if the planning is thought out carefully with the "entire" community in mind.

Our main interest at this point is to have an understanding of the timeline for this proposed project ie:

Once the money is raised per the noted $500,000 Grant, what is the next step? Will the public know when this happens?

This property is in the county and currently zoned R-5. What is the process and timeline for this to be reviewed by County Commissioners and public comment? Is this the same as the Planning and Zoning Commission and what is the difference between "endorsing" and passing the proposal? At what point does the public get a fair and adequate opportunity to be heard and how will we be notified?

Is there a comprehensive plan design (not just the snapshot that was in the paper) of the proposed campground that is available for public review at this time? And how large is the parcel for the campground? Is the current snow mitigation area separate from the campground and will remain as is moving forward? If not, where will this be relocated to? Should there be a concern for campers to be that close to an area filled with contaminants from the winter snow waste from the city?

What is the max size of RV/Camper allowed in the proposed site? Are the operating summer months, once determined firm dates or can and will this be modified to include camping there in the winter as well? Can campers come for a week, leave for a few days and come back or will there be clear limits and boundaries for this to avoid creating "long term" camping all summer at the site?

Who is responsible for waste, trash removal at the site? The City or the County and how will this be managed?

May we see the exact plans to protect the wildlife in that area and how long are you allocating to do the native plant restoration before this is open to human impact there?

Are there additional plans to create a bike path/safe shoulder for walkers and bikers along Croy Canyon Road in anticipation of increased traffic on the road to town and out the canyon to and beyond Rodeo Road as there is already increased traffic this winter due to the demand for RotaRun and recreation? in the summer traffic increases substantially with Elk, Deer and Moose as residents and road hazards to be mindful of.

Again, thank you for your feedback and we look forward to open and constructive dialogue as our valley changes, specifically Croy Canyon.

Best, Therese and Terry
On Tue, Jan 19, 2021 at 10:04 AM Lisa Horowitz <lisa.horowitz@haileycityhall.org> wrote:

Hello, Therese!

The City of Hailey staked the centerline of our proposed campground gravel road so that the City Councilmembers, members of the public and county decision-makers could see that we were well away from the riparian (willow) areas. Our campground is proposed in the sage lands, in an area fairly denuded by the sheep that are trailed through there. We plan a fairly extensive native plant restoration plan, and wildlife-friendly fencing of all riparian areas to keep them protected.

I am happy to chat further about our ideas if you are interested!

Lisa

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 1
CELL: 727-7097

From: Therese Magner <therese.magner@gmail.com>
Sent: Sunday, January 17, 2021 4:32 PM
To: Angenie McCleary <amccleary@co.blaine.id.us>
Cc: Kurtz, John D <jkurtz@blm.gov>; Pam Rheinschild <pamrheinschild@gmail.com>; Cory C <coryc@steri-clean.com>; Terry Rich <rrover182@gmail.com>; Lisa Horowitz <lisa.horowitz@haileycityhall.org>
Subject: Re: Croy Canyon Campground

Thank you Angenie and Steve. Appreciate the Sunday response for sure! Glad to hear that it is snowcats creating the tracks to keep their communication towers guys safe up and down the hill. We all count on them to have access year round for maintenance and they are always very respectful. Steve and his team are great and we feel fortunate for their hard work all year. They have gotten me out of a few pickles on CG in winter whiteouts with no way out!
Steve - yes the "road closed ahead and bridge out" signs are in place just above our property. Terry put them back up last summer when someone drove through them and knocked them over. There is no "NO WINTER MAINTENANCE" sign there however and yes we are aware that road and bridge does not maintain in the winter above our home.

It still leaves the mystery of who is placing the Private Property signs on our property heading up the canyon and also on our property stake on the hill above our home. Is this fish and game and why all of a sudden?

Jacob G responded earlier today to Cory's inquiry regarding the campground which is much appreciated as well.

Have a beautiful rest of your day...

Best, Therese

On Sun, Jan 17, 2021 at 1:48 PM Angenie McCleary <amccleary@co.blaine.id.us> wrote:

Hello Therese,

I do not have any information about most of your concerns. I did touch base with Steve Thompson, Blaine County Road and Bridge Manager about the Colorado Gulch Road. Below is his email back to me. Best, Angenie

Yes I saw the tracks, it was not actually plowed just tracks in soft snow, probably a snowcat going up to service the communication towers at the top of Della View. Actually the closed signs say road closed ahead bridge out and I believe that there is also a NO WINTER MAINTENANCE sign, we do not actual close the road mother nature usually takes care of that for most vehicles. Not sure if BLM does a closure or not. There used to be a gate on the bridge side of Colorado Gulch but have never seen one off the Croy side access.

I will double check the signing but I know there are signs and that the tower users have access to them year round.

Steve
Thank you Angenie for getting back to us. I stopped by the snow removal area in Croy today and noticed a plat map posted that notes yet another development on the books that we were not aware of until seeing this online from as far back as 2006. With many of our same concerns voiced even then. [link]

The excavation of the area for the snow removal interestingly looks to have been designed for RV bays for this campground that is proposed, however you said this was not approved yet. And please Lisa, give us clarification on the stakes that are placed in that area as Angenie has requested.

Then I got home this afternoon to go for a hike up Colorado Gulch Road above our property, along with other hikers, dog walkers, horse walkers, children sledding, families feeling safe, to see that the entire road beyond the road closed signs due to the bridge on the other side being out, was plowed all the way up like I have never seen it plowed. With a very large tank type treads. John - in one of our earlier conversations this fall you mentioned that even if the trail up from Bellevue was approved, this would be for motorcycles in the summer and not for snowmobiles in the winter. We are hoping this is perhaps Safelink creating a safe path to get up to the towers in the winter and not paranoia on our part as to what it appears to be. Will BLM be promoting this road for year round recreation? If this is the case Pam, prepare for not only motorcycle trailers, but snowmobile trailers parked in the cul de sac of the real estate you are trying to market. And the noise pollution up the road in front of our home will be unbearable. Especially if now we have a campground at the mouth of the canyon. I also recall John you noting that this was an 8-10 year away project. Please give us clarification.,

Also, somewhat confusing and alarming is the appearance of "Private Property signs" on the edge of our property that I inquired about in the Fall with you John and you said you knew nothing about. All of a sudden today there is yet another one at the edge of Colorado Gulch and our property exactly the same as the one up on top of our property up the hill I asked you about. A gentleman was out this morning, parked in the no parking area adjacent to our driveway, walked a ways up the hill as if to inspect this area. Why? and Who? We know that the property adjacent to ours is BLM, so no need for Private Property signs there, right?

Please keep us informed as all of this feels uncomfortable and frankly "scary". We are all a community with like ideals of preserving this special, healthy lifestyle in this valley and cohabitating with the wildlife in a balanced and responsible way. We have spoken with our neighbors across on Rodeo as well and it's very confusing to all of us. What is happening?
Understand that Monday is a holiday and most will be out of their office then. Please respond by Tuesday to our concerns so we can all have a better understanding of the latest developments.

Thank you very much, Therese and Terry

On Fri, Jan 15, 2021 at 3:39 PM Angenie McCleary <amccleary@co.blaine.id.us> wrote:

Hello Therese,

I don’t actually know anything about the stakes. I copied Lisa Horowitz from the City of Hailey on this email in case she can answer your questions. Best, Angenie

From: Therese Magner <therese.magner@gmail.com>
Sent: Friday, January 15, 2021 2:36 PM
To: Angenie McCleary <amccleary@co.blaine.id.us>; Cory C <coryc@steri-clean.com>; Terry Rich <rrover182@gmail.com>
Subject: Croy Canyon Campground

One other question we had Angenie, is regarding the stakes that are out in the land adjacent to the snow removal dumping area off Croy Canyon Road. Is this the area being proposed for the campground and if it is still only in grant approval stage, what are the flagged stakes for at this time?

Thank you again, TM

--

Therese Magner

--

Therese Magner
Hello, Therese!

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I am happy to chat further about our ideas if you are interested!

Lisa

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
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Sent: Sunday, January 17, 2021 4:32 PM
To: Angenie McCleary <amccleary@co.blaine.id.us>
Cc: Kurtz, John D <jkurtz@blm.gov>; Pam Rheinschild <pamrheinschild@gmail.com>; Cory C <coryc@steri-clean.com>; Terry Rich <rrover182@gmail.com>; Lisa Horowitz <lisa.horowitz@haileycityhall.org>
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I will double check the signing but I know there are signs and that the tower users have access to them year round.

Steve

From: Therese Magner <therese.magner@gmail.com>
Sent: Saturday, January 16, 2021 8:43 PM
To: Angenie McCleary <amccleary@co.blaine.id.us>; Kurtz, John D <jkurtz@blm.gov>; Pam Rheinschild <pamrheinschild@gmail.com>
Cc: Cory C <coryc@steri-clean.com>; Terry Rich <rover182@gmail.com>; Lisa Horowitz (lisa.horowitz@haileycityhall.org) <lisa.horowitz@haileycityhall.org>
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Thank you Angenie for getting back to us. I stopped by the snow removal area in croy today and noticed a plat map posted that notes yet another development on the books that we were not aware of until seeing this online from as far back as 2006. With many of our same concerns voiced even then.

The excavation of the area for the snow removal interestingly looks to have been designed for RV bays for this campground that is proposed, however you said this was not approved yet. And please Lisa, give us clarification on the stakes that are placed in that area as Angenie has requested.
Then I got home this afternoon to go for a hike up Colorado Gulch Road above our property, along with other hikers, dog walkers, horse walkers, children sledding, families feeling safe, to see that the entire road beyond the road closed signs due to the bridge on the other side being out, was plowed all the way up like I have never seen it plowed. With a very large tank type treads. John - in one of our earlier conversations this fall you mentioned that even if the trail up from Bellevue was approved, this would be for motorcycles in the summer and not for snowmobiles in the winter. We are hoping this is perhaps Safelink creating a safe path to get up to the towers in the winter and not paranoia on our part as to what it appears to be. Will BLM be promoting this road for year round recreation? If this is the case Pam, prepare for not only motorcycle trailers, but snowmobile trailers parked in the cul de sac of the real estate you are trying to market. And the noise pollution up the road in front of our home will be unbearable. Especially if now we have a campground at the mouth of the canyon. I also recall John you noting that this was an 8-10 year away project. Please give us clarification.,

Also, somewhat confusing and alarming is the appearance of "Private Property signs" on the edge of our property that I inquired about in the Fall with you John and you said you knew nothing about. All of a sudden today there is yet another one at the edge of Colorado Gulch and our property exactly the same as the one up on top of our property up the hill I asked you about. A gentleman was out this morning, parked in the no parking area adjacent to our driveway, walked a ways up the hill as if to inspect this area. Why? and Who? We know that the property adjacent to ours is BLM, so no need for Private Property signs there, right?

Please keep us informed as all of this feels uncomfortable and frankly "scary". We are all a community with like ideals of preserving this special, healthy lifestyle in this valley and cohabitating with the wildlife in a balanced and responsible way. We have spoken with our neighbors across on Rodeo as well and it's very confusing to all of us. What is happening?

Understand that Monday is a holiday and most will be out of their office then. Please respond by Tuesday to our concerns so we can all have a better understanding of the latest developments.

Thank you very much, Therese and Terry

On Fri, Jan 15, 2021 at 3:39 PM Angenie McCleary <amccleary@co.blaine.id.us> wrote:

Hello Therese,

I don’t actually know anything about the stakes. I copied Lisa Horowitz from the City of Hailey on this email in case she can answer your questions. Best, Angenie

From: Therese Magner <therese.magner@gmail.com>
Sent: Friday, January 15, 2021 2:36 PM
To: Angenie McCleary <amccleary@co.blaine.id.us>; Cory C <coryc@steri-clean.com>; Terry Rich <rrover182@gmail.com>
Subject: Croy Canyon Campground

One other question we had Angenie, is regarding the stakes that are out in the land adjacent to the snow removal dumping area off Croy Canyon Road. Is this the area being proposed for the campground and if it is still only in grant approval stage, what are the flagged stakes for at this time?

Thank you again, TM

--

Therese Magner

--

Therese Magner

--

Therese Magner
From: Lisa Horowitz  
Sent: Tuesday, January 19, 2021 8:53 AM  
To: Robyn Davis; Brian Yeager; moghan@lyonla.com  
Subject: Fw: campground at the mouth of Croy Canyon  
Attachments: spring 2006.JPG; SA700379.JPG; SA700378.JPG

From: Dick Fosbury <dfosbury@co.blaine.id.us>  
Sent: Tuesday, January 19, 2021 7:11 AM  
To: pzcounter <pzcounter@co.blaine.id.us>  
Cc: Lisa Horowitz <lisa.horowitz@haileycityhall.org>  
Subject: FW: campground at the mouth of Croy Canyon

FYI...

From: John Vladimiroff <vlad5153@gmail.com>  
Sent: Monday, January 18, 2021 5:16 PM  
To: Dick Fosbury <dfosbury@co.blaine.id.us>; Angenie McCleary <amccleary@co.blaine.id.us>; jgreenburg@co.blaine.id.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidihusbands@haileycityhall.org; juan.martinez@haileycityhall.org; samlinnet@haileycityhall.org  
Subject: campground at the mouth of Croy Canyon

Attached find three pictures of flooding that took place in 2006 in the area where the new campground is projected to be for the city of Hailey. The land is in the county, owned by the city.

Also that is an area that was set aside on the plat map as an animal migration corridor. There are animals in there all year long.

What about using this area for flood mitigation in the future? Could that land be used to protect subdivisions down river?

Is this a good choice for a campground? Please consider these facts when considering a decision to allow this "city" campground in the county.

Wanda Tierney  
381 Croy Creek Road  
Hailey, Id 83333
Dear Blaine County Commissioners,

I read an article in the Mountain Express last Wednesday about the City of Hailey's plans to build an RV campsite in the mouth of Croy canyon. Croy canyon road is very busy and dangerous. Hikers, bikers, dog walkers, ATVs, motorcycles, and target shooters as well as residents make that narrow road a problem. If you add in more RV campers and their vehicles, I'm afraid that there will be accidents.

The RV camp site is also in an area designated as a wildlife corridor by the Idaho Fish and Game. It is next to and in a riparian area and will impact the Simons Bauer conservation easement established by the Wood River Land Trust. RV camp sites will have a negative impact there.

In another article in the Mountain Express on July 27, 2020 it was reported that the forest service put out fifty nine unattended fires in the national forest. Does the City of Hailey really want to put fire pits in Croy canyon? I have been evacuated from my home twice and there have been four fires in the canyon since I bought my lot in 1988.

Please speak up to the City of Hailey and oppose this development.

Thank you,
Mark Acker
25 Pioneer View Drive
208-788-1969
Jessica Parker

From: Lisa Horowitz
Sent: Wednesday, January 13, 2021 2:38 PM
To: Robyn Davis; Moghan Lyon
Subject: FW: VM from 12087201519 [Anonymous] to Ext. 1518 on 1/13/21 11:49 AM for 19 sec

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 1
CELL: 727-7097

From: Lisa Horowitz
Sent: Wednesday, January 13, 2021 2:20 PM
To: Heather Dawson <heather.dawson@haileycityhall.org>; Martha Burke <martha.burke@haileycityhall.org>
Cc: Brian Yeager <brian.yeager@haileycityhall.org>
Subject: RE: VM from 12087201519 [Anonymous] to Ext. 1518 on 1/13/21 11:49 AM for 19 sec

I had a very nice chat with Brain Poster this afternoon. He is caretaker at the Democrat Ranch (Sweet Potato Ranch). He wanted any historical signage we do regarding the old Hot Springs Hotel to remind the public that the remaining hot springs are on private property. He is not opposed to the Campground. He does regularly pick up a lot of trash and beer cans up Democrat Road, so he was glad to hear about the Campground host.

Lisa

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 1
CELL: 727-7097

From: Heather Dawson <heather.dawson@haileycityhall.org>
Sent: Wednesday, January 13, 2021 12:54 PM
To: Martha Burke <martha.burke@haileycityhall.org>
Cc: Lisa Horowitz <lisahorowitz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>
Subject: FW: VM from 12087201519 [Anonymous] to Ext. 1518 on 1/13/21 11:49 AM for 19 sec

Brian Poster requests Martha to call re: campground.

From: VirtualOfficeVoiceMails@8x8.com <VirtualOfficeVoiceMails@8x8.com>
Sent: Wednesday, January 13, 2021 11:50 AM
To: Heather Dawson <heather.dawson@haileycityhall.org>
Subject: VM from 12087201519 [Anonymous] to Ext. 1518 on 1/13/21 11:49 AM for 19 sec

--463--
Hello Heather Dawson,

Your Virtual Office Extension 1518 has a new voicemail.

New voicemail details:

| Received from: | 1-208-720-1519  
Anonymous |
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<td>Wednesday, January 13, 2021 11:49:09 AM</td>
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<tr>
<td>Duration:</td>
<td>19 Seconds</td>
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</tbody>
</table>

**VM Transcript:**

A good morning Martha. This is Brian Poster. I'm with Poster construction. But anyways, I am reading article about the campground and Croy Creek. Can I give me a call if you get a chance at 208-720-1519. Thanks.
See below from Barb Acker.

Lisa

Jessica Parker

From: Lisa Horowitz
Sent: Wednesday, January 13, 2021 2:37 PM
To: Martha Burke
Cc: Heather Dawson; Brian Yeager; Robyn Davis
Subject: FW: Camping In Croy Canyon

See below from Barb Acker.

Lisa

Lisa Horowitz
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-788-9815 EXT. 1
CELL: 727-7097

-----Original Message-----
From: Dick Fosbury <dfosbury@co.blaine.id.us>
Sent: Wednesday, January 13, 2021 2:18 PM
To: pzcounter <pzcounter@co.blaine.id.us>
Cc: Lisa Horowitz <lisa.horowitz@haileycityhall.org>
Subject: FW: Camping In Croy Canyon

FYI...

-----Original Message-----
From: https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fsyskylan.net&c=E,1,so32N4IMkdOK9-LfVeyNi5tXOeGfsUiIM5NIstig4DwXt69Vjv503f-Mc_HI29pJzuMaASeoVrUBTrMxfbc1Au0OQYnTkloh2xuArD4,&typo=1 <backer@syskylan.net>
Sent: Wednesday, January 13, 2021 1:36 PM
To: Dick Fosbury <dfosbury@co.blaine.id.us>; Jacob Greenberg <jgreenberg@co.blaine.id.us>; Angenie McCleary <amccleary@co.blaine.id.us>
Subject: Camping In Croy Canyon

Dear Commissioners,

I just read an article in the paper which is disturbing me very much. It is about the City of Hailey planning to put a camping area on property they own in Croy Canyon. This property is in the County, not the City of Hailey.

I am an advocate for open space and wildlife in Blaine County and have donated money to the Wood River Land Trust since it's inception. In the past my husband and I gave specific money earmarked for the Simons-Bauer Preserve. The area where the City Of Hailey wants to put a camping area is in the middle of a major wildlife corridor, designated on the plat notes. It is a sensitive wetland area and a migration corridor for elk, deer and a multitude of other animals and birds.

I was not thrilled to see the snow storage area the City of Hailey put in Croy Canyon, but though it was a great improvement over Lion's Park snow storage, which was a major source of pollution to the Big Wood River.
Croy Canyon is a very special place to me. Wildlife is important to me. Fire safety is a major concern to me! This property is NOT in the City of Hailey. They are trying to bring money into Hailey, so put a camping area in the City of Hailey, NOT Blaine County and not in a sensitive wildlife area, that has had a major conservation organization commit thousands of dollars, raised from the people of Blaine County to protect this area. This proposal for a camping area seems absolutely counter productive to these goals of open space, flood mitigation and wildlife protection!

I have no problem sending campers north to well maintained and monitored Federal lands. That's where they should be. That is where there is money for infrastructure and law enforcement and fire protection.

I will be speaking to all my neighbors about this issue.

Please, I am asking you to NOT support this proposal. Do not allow this to go forward. Thank you, and would you please let me know that you received this email.

Sincerely,

Barbara Acker
P.O. Box 1901
Hailey ID 83333
208-788-1969
January 10, 2021

Hi Lisa,

I appreciate the opportunity to share some comments on the Croy Canyon Campground grant proposal. Besides commenting on landscape plants to be added I have a few other comments and questions about this proposal.

1. Any plants to be planted should be native to southern Idaho. Possibly junipers could be used as they are extremely drought tolerant, would provide screening and some shading over time. Choosing plants that can withstand browsing by moose and other wildlife (especially in the winter) is also wise. Any thin barked species will at risk from damage from wildlife and people. Will plants be drip irrigated or hand watered until established? The smaller the size of planting stock the better chance of the roots getting established in this xeric location. See the WR Drought Tolerant guide for Hailey for some plant options.

2. What is the source of the potable water? City water or well? Drilling a well in this location could greatly impact the riparian area. Any drop in the water table could stress the important riparian vegetation to the south of the proposed campground. What input have you gotten on this proposal from the WR Land Trust especially regarding possible impacts on the Simons-Bauer Preserve?

3. What is the plan for policing the campground? I would assume you have visited with the city police about this to see if they have any concerns.

4. Have you considered how the city could be partnering with the BLM on this project? I think a better site would have been near their bike trailhead, but of course that is out of city jurisdiction.

5. I love the picture at the beginning of the project Powerpoint but that is not the view from the campground, and maybe a different picture should be used.

Thanks for letting me offer input!

Linda Ries
From: Ken Lagergren <lagergren@cs.com>
Sent: Saturday, January 9, 2021 3:03 PM
To: Heather Dawson <heather.dawson@haileycityhall.org>; Heidi Husbands <heidi.husbands@haileycityhall.org>; Juan Martinez <juan.martinez@haileycityhall.org>; Kaz Thea <kaz.thea@haileycityhall.org>; Martha Burke <martha.burke@haileycityhall.org>; Sam Linnet <sam.linnet@haileycityhall.org>; Christopher Simms <christopher.simms@haileycityhall.org>; Lisa Horowitz <lisa.horowitz@haileycityhall.org>; Stephanie Cook <stephanie.cook@haileycityhall.org>
Subject: PH013 Croy Canyon Campground Comments

Dear Mayor, Council and Staff,

Regarding PH 013 Consideration of a Resolution No. 2021-____, authorizing the Mayor’s signature on a grant application to Idaho Department of Parks and Recreation for a new City of Hailey campground, the Croy Canyon Campground, to be located at 89 Croy Creek Road (Croy Canyon Ranch Subdivision #1, Lot 2) ACTION ITEM ......................145

We are wondering does the grant application address the following items (if it is appropriate to the grant process):

1) how will the vulnerability of Croy Creek and the wetlands on lower level of the parcel be protected
2) what kind of toilets would be allowed or provided (remembering how the toilets in the Hailey City Parks are often closed due to vandalism or they are unable to be kept clean)
3) what would the density of campers (persons and vehicles) be for each site, and for the whole property
4) will fees for camping be charged
5) will a reservation system be involved and how would reservations be managed
7) how would maintenance be managed

We hope these points and questions may be useful for considering the use of this property as a campground.

With best regards and thanks for all your service to our community,

Ginna Parsons Lagergren
Ken Lagergren, PE
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 01/25/2021   DEPARTMENT: Admin    DEPT. HEAD SIGNATURE: EB/LH/BY/HD

SUBJECT:

Rubbish/Recycling Workshop

AUTHORITY: □ ID Code _______  □ IAR ___________  □ City Ordinance/Code _______
            (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

For the past year Hailey has been working toward cooperatively with Mike Goitiandia of Clear Creek Disposal toward a substantial change in our recycling program. Hailey was the first local city to offer curbside recycling in the early 1990’s. We are poised to adopt policies and receive direction from our community and elected officials on our proposed new program, which will be explained using the attached presentation during the January 25, 2021 city council meeting.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ 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:

Discuss, give policy direction to staff following questions and public hearing

ACTION OF THE CITY COUNCIL:

Date ___________________________

City Clerk ______________________________

FOLLOW-UP:
## ORIGINAL RUBBISH FRANCHISE PROCESS

<table>
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<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
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</table>
| • Staff meetings w/ Clear Creek Disposal & City of Ketchum  
• Monthly City Council Workshops  
• Interact with WRWF grant recipients – research & outreach | • Present preferred options to City Council  
• Present cost/benefit analyses to City Council  
• Solicit citizen feedback | • No City Council presentation | • Finalize preferred options with City Council | • Feb 22 – Final City Council workshop w/ ordinance presentation | • Notice public hearing | • Conduct public hearing & two readings | • Conduct final reading  
• Finalize agreement  
• Publish  
• May 12 - Agreement becomes effective |
LIST OF IDEAS CONSIDERED

• In addition to current trash and recycling curbside pickup, require collection of food and yard waste
• Expand semiannual yard waste collection at park and ride lot to (2) weekends in the spring
• Improve construction waste (clean wood, cardboard, metal. To be billed directly to contractor)
• Work with County to improve recycling. Move to single stream?
• Require analysis to increase route efficiency
• Require transition to cleaner hauling trucks - Natural gas, with goal of moving towards biodiesel; Electric
• Require enhanced outreach by disposal company
• Better signage at recycling centers
• Feedback flyers to improve recycling sorting behavior
• Creation of bold, simple recycling instructions to post on refrigerator
• Encourage Reduce & Reuse efforts in before Recycling
• Coordinate on organization and maintenance of citizen ambassador team
• Offer greater variety of trash containers with meaningful savings for use of smaller containers to encourage folks to minimize their trash waste
• Implement incentive/penalty program for achieving goals

• Require enhanced reporting
• Convert cardboard recycling bins to cardboard compactor
• Eliminate the city stand alone “recycling centers”
• Provide/require recycling containers at multi-family developments
• Identify downtown street trash cans that can be picked with a truck arm—identify placement locations and frequency of pick-up
• Provide e-waste, paint, and battery disposal opportunities similar to the yard waste collection
• Identify bear safe practices
PREFERRED OPTIONS FOR CONSIDERATION

Food & yard waste collection/composting
- Curbside pickup?
- Food &/or yard waste?
- Composting capacity/demand?
- Cost per household?

Single stream pickup
- Effectiveness vs multi-stream?
- Positive effect for multi-family development?
- Positive effect for public collection sites?
- Cost per household?

Retirement of recycling centers
- Contamination/dumping issues
- Noise & visual nuisance
- Could single stream curbside make unnecessary?

Bear-proof containers
- Cost/benefit?
- Necessary in all neighborhoods?
- Voluntary vs mandatory?
Blaine County (March Subcategory Proportions)

- Residuals, Generally: 2.5%
- C&D: 8.7%
- Textiles: 7.4%
- Carpet: 4.0%
- Non-compostable Wood: 9.8%
- Ferrous Metals: 2.1%
- Clear Bottles: 1.8%
- Non-Corrugated: 2.9%
- Corrugated Cardboard: 4.2%
- Mixed Paper Waste: 3.6%
- Compostable Paper: 5.1%
- Bags and Film: 7.8%
- Other Plastics: 2.3%
- Food Waste: 23.5%

Major opportunities:
- Food waste (23.5%)
- Improving recycling – cardboard, paper, plastic (18.1%)
FOOD AND YARD WASTE COLLECTION

Benefits:
• Potential to divert 23.5% of current waste stream
• Diverts bio-based materials that produce methane, a highly potent GHG, in landfill anaerobic environment
• Reduces transportation GHG effects by keeping the materials in the Valley
• Creates a valuable soil amendment
• Would support an existing local composting business
• Costs less than disposal at the transfer station

Costs/considerations:
• Disposal fee = $25/ton, rather than $65/ton at transfer station
• Based on 100% participation (residential only)
• Need for new carts = $$
• Need for new equipment and labor to accommodate new routes = $$
SINGLE STREAM RECYCLING

Benefits:
• According to Western Recycling in Boise, SS generally doubles the amount being recycled
• Of that 11 – 12% is waste
• Could result in 176% increase in recycling
• Cardboard could be included in curbside collection (single-family residential only)
• Would be a better fit for multi-family developments
• Would be a simpler system for visitors

Costs/considerations:
• Disposal fee = $330/ton (County subsidizes current system)
• Need for new carts = $$
• Need for new equipment and labor to accommodate new routes = $$
• County and SISWD are considering reconfiguration of recycling system that may include SS, but implementation may take a year or two
RECYCLING CENTER IMPROVEMENTS

Benefits:
• Get rid of unsightly mess and noise

Costs/considerations:
• Glass cannot be included in SS
• Use of roll off dumpster in Ketchum has resulted in less mess, contamination and hauling trips
• Cardboard compactor takes up less space and would be tidier
• City improvements will be required (pad, fencing, power...)
• How to accommodate visitors?
BEAR-PROOF CONTAINERS

Benefits:
• Locks to keep bears out of garbage

Costs/considerations:
• Substantial cost = $250/can vs about ½ that for regular cart
• Are bears an issue in all Hailey neighborhoods?
• Do folks with garage storage for carts need a bear-proof cart?
• Should bear-proof carts be available on voluntary basis?
• Is grant funding available?
• Public education campaign could increase awareness of the issues
• None of the pricing calculations reflect bear-proof containers
CITY TRASH CAN COLLECTION

Benefits:
• Hauling contractor, rather than City staff, would empty and haul trash from City containers
• Can be done automatically, rather than manually

Costs/considerations:
• Would add minimal increase in hauling fees ($0.20 - $0.90 per residence)
STAFF RECOMMENDATION – PHASE 1

- No change to existing garbage or recycling service
- Add (1) cart for organics, to be collected every other week
- Glass to be collected at public drop off site, but in roll off dumpster
- Cardboard to be collected at public drop off site, but in compactor
- Can be implemented at start of new franchise agreement – May 2021

<table>
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<th>Phase 1</th>
<th>Trash Existing Cart</th>
<th>Sorted Recycle Blue Bin</th>
<th>Single Stream Blue Bin</th>
<th>Single Stream Add Cart</th>
<th>Organic Add Cart</th>
<th>Curbside Cardboard</th>
<th>Curbside Glass</th>
<th>Cardboard Drop Off</th>
<th>Glass Drop Off</th>
<th>Add to Monthly Price</th>
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STAFF RECOMMENDATION – PHASE 2

- No change to existing garbage service
- Add (1) cart for organics, to be collected every other week
- Add (1) cart of single stream recycling, to be collected alternating weeks from organics
- Cardboard to be collected with single stream recycling
- Glass to be collected at public drop off site, but in roll off dumpster
- Cardboard compactor could still be available at public drop off site for visitors
- Implementation will not occur until County and SISWD have finalized their plans and may take a year or two

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## CURRENT PRICE ESTIMATE*

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<tbody>
<tr>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$11.97</td>
<td>$21.34</td>
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<tr>
<td>Add to Monthly Price</td>
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<td></td>
<td></td>
<td>$12.35</td>
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<tr>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cardboard drop off site: compactor</td>
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<td>$1.57</td>
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<tr>
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<td></td>
<td>$0.16</td>
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<td>$26.32</td>
<td>$35.69</td>
<td>$42.76</td>
<td></td>
</tr>
</tbody>
</table>

* Does not include franchise fees (13%)

**Assumptions:**
- Will change based on final Council decision
- Based on 10 year contract with 5 year option
- Variable cart rate to be continued
- Large carts subsidize smaller carts to encourage waste reduction
- If subscription service levels change significantly, rates will need to be adjusted
- Base price is a 14% increase above current rates, due to inflation and current costs
- Contractor to maintain drop off sites in the immediate vicinity of the dumpsters
- 95 gallon carts for single stream recycling and compostables
NEXT STEPS

• Obtain City Council feedback on this proposal
• Revise based on feedback
• February, March, April - Provide community education & solicit citizen input
• Late February - based on input, bring draft ordinance to Council for 1st public hearing
• March & April – 2nd and 3rd readings
• May 12 - Implement franchise agreement
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 1/25/2021 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: LH

SUBJECT: 2nd and/or 3rd reading of Ord. No. 1275, amendments to Title 17 of the Hailey Municipal Code, by amending Chapter 17.04, Establishment, Purposes and Uses within Zoning Districts, Articles B, C, D, E, F, G, L and M to reference new supplemental regulations for Accessory Dwelling Units and to delete minimum lot size; amending section 17.05.040, District Use Matrix, to permit Accessory Dwelling Units (ADU’s) as a permitted use in the Limited Residential-1 (LR-1) and Limited Residential-2 (LR2) zoning districts subject to criteria, including design review, setback, lot coverage and bulk requirements; amending section 17.06.010.A to establish an administrative design review or full design review design process for ADU’s depending on location; amending Chapter 17.08, Supplementary Regulations, to establish a new Article D containing supplemental regulations for ADU’s (purpose and intent; applicability; general provisions; registration; short-term rental occupancy restrictions; subordinate scale and size; maximum floor area; livability; outdoor access); amending Chapter 17.09, Parking and Loading, Sections 17.09.020.05.B, 17.09.040.01, and 17.09.020.09.D to address parking requirements for ADU’s.

AUTHORITY: ☐ ID Code ☐ IAR ___________ ☒ City Ordinance/Code: Title 17, Zoning Code

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: Building upon earlier Commission discussions regarding ADUs (March 2019) and the Housing Toolkit (2016), in February 2020, the Hailey City Council provided high-level policy direction regarding ADUs to Staff, directing Staff to bring the discussion of expanding options for ADUs to the top of the priority list.

On November 2, 2020, the Planning and Zoning Commission considered and recommended for approval by the Hailey City Council amendments to the Hailey Municipal Code regarding Accessory Dwelling Units (ADUs). Such amendments included, but were not limited to: amending the existing sections of the zoning code to permit ADUs in the Limited Residential (LR-1 and LR-2) Zoning Districts, and the addition of a new article of Chapter 17.08, Supplementary Regulations. This new article, Article D, is titled Accessory Dwelling Units, and contains blanket regulations that will apply to all ADUs.

First Council Public Hearing

The Council conducted a first public hearing on November 30, 2020. At that time, Councilmembers suggested the following changes to staff:

- Maximum size should be 1,000 square feet
- One (1) parking space per ADU unit should be required, and existing parking can be counted if there is more parking on site than the required parking
- No minimum lot size- if setbacks and coverage can be met, all lots can have an ADU
- Short term rental to be limited to either the primary unit or the ADU, but not both. Any other rules regarding Short Term rental should be discussed separately as part of the overall 2021 Community Development Priorities
- Delete storage requirement and let each property address individually
- Do not have additional setbacks or privacy requirements for ADU other than what would be required of the primary residence
- Keep 28’ height limit as drafted for ADU’s that are stand-alone

Second Council Public Hearing (First Reading)
The Council conducted a first public hearing on January 11, 2021. At that time, Councilmembers suggested the following changes to staff:

- Building heights for Accessory Dwelling Units should be the same as the height limit for the primary residence, based on zone district.

Third Council Public Hearing (Second Reading)

The attached Ordinance has been amended to reflect the above Council input. Further detail on the proposed amendments, along with the relation of the draft amendments to the Comprehensive Plan and the Housing Toolkit, are summarized in the January 11, 2021 Staff Report.

No additional public comment has been received since the November 30, 2021 Council public hearing. Previous public comment is on file with the Community Development Department.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>Caselle #</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Line Item Balance $</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Hours Spent to Date: Estimated Completion Date:

Staff Contact: Phone #

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<table>
<thead>
<tr>
<th>_____ City Attorney</th>
<th>_____ Clerk / Finance Director</th>
<th>_____ Engineer</th>
<th>_____ Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>_____ Library</th>
<th>_____ Planning</th>
<th>_____ Fire Dept.</th>
<th>_____ P &amp; Z Commission</th>
<th>_____ Police</th>
<th>_____ Engineer</th>
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</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
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<tr>
<th>_____ Safety Committee</th>
<th>_____ Streets</th>
<th>_____ Public Works, Parks</th>
<th>_____ Mayor</th>
<th>_____ Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing and first reading of the Ordinance. Direct Staff to revise proposed amendments, if necessary. Continue second/third reading to a date certain (next regular meeting recommended).

Proposed Motion Language:

Option 1:
Move to conduct the second reading, by title only, of Ordinance No. 1275, and continue the public hearing for a third reading, and adoption by roll call vote, to the regularly scheduled Council Meeting of February 8, 2021.

Option 2:
Move to waive the second reading and conduct the third reading, by title only, of Ordinance No. 1275, and to adopt the Summary.

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: *Additional/Exceptional Originals to: ________________
Copies (all info.): ________________ Copies
Instrument # _______________________

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HAILEY ORDINANCE NO. 1275

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17 OF THE HAILEY MUNICIPAL CODE, CHAPTER 17.04, ARTICLES B, C, D, E, F, G, L AND M TO REFERENCE NEW SUPPLEMENTAL REGULATIONS FOR ACCESSORY DWELLING UNITS AND TO DELETE REFERENCE TO MINIMUM LOT SIZE; AMENDING SECTION 17.05.040, DISTRICT USE MATRIX, TO PERMIT ACCESSORY DWELLING UNITS (ADUS) AS A PERMITTED USE IN THE LIMITED RESIDENTIAL-1 (LR-1) AND LIMITED RESIDENTIAL-2 (LR-2) ZONING DISTRICTS SUBJECT TO CRITERIA, INCLUDING DESIGN REVIEW, SETBACK AND BULK REQUIREMENTS; TO DELETE MINIMUM LOT SIZE REQUIREMENTS FOR LOTS CONTAINING ADUS; TO ESTABLISH LOT COVERAGE FOR THE LR-1 AND LR-2 ZONING DISTRICTS; AMENDING SECTION 17.06.010.A TO ESTABLISH A DESIGN REVIEW PROCESS FOR ADUS LOCATED OUTSIDE OF THE TOWNSITE OVERLAY; AMENDING CHAPTER 17.08, TO ESTABLISH A NEW ARTICLE D, SUPPLEMENTAL REGULATIONS FOR ADUS; AMENDING SECTIONS 17.09.020.05.B, 17.09.020.09.D, AND 17.09.040.01 TO ADDRESS PARKING REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Commission and Council have determined that municipal code changes that expand housing opportunities in Hailey is a priority;

WHEREAS, the Council finds that the proposed changes to Accessory Dwelling Unit standards will encourage modest and necessary infill housing development to meet the needs of the community as contemplated in the 2010 Hailey Comprehensive Plan;

WHEREAS the changes proposed will address supplemental design and quality of life for Accessory Dwelling Units with the intent of reinforcing the following statements and goals contained within the Comprehensive Plan:

WHEREAS, the Hailey Comprehensive Plan calls for:

1. The City seeks to accommodate population growth through a balanced combination of two means, with one being “infill” development or redevelopment of existing land within the current City limits in accordance with existing zoning and density allowances without necessitating the use of density bonuses or waivers.

2. Land Use Implications of Population Growth Scenarios: Impacts resulting from growth pressure, such as environmental degradation, inadequate social and infrastructure services, and loss of small-town character are concerns associated with unrestricted growth of the community; therefore, it is the responsibility of the city to plan for potential future population growth.

3. Social Diversity and Social Well-Being: Sustainable communities offer equal opportunity, social harmony, and mutual respect for a diverse population. Diversity means an inclusive community of people with varied human characteristics, ideas, and world-views and whose
interactions both benefit and challenge each other to grow. Such a community will:
   a. promote equity and equal opportunity
   b. encourage interaction among diverse people to enrich life experience, promote personal growth and enhance the community
   c. foster mutual respect, value differences and promote cross cultural understanding
   d. attract and retain a diverse population thereby creating more diversity
4. While many factors influence both the existence and perception of discrimination and unequal treatment, income is an important element, as are education, occupational status and life expectancy.
5. Affordable employee housing is a key element in the decisions of business owners to create new enterprises or expand their businesses. If affordable housing for employees to purchase and/or rent cannot be provided, it will limit the growth potential and sustainability of local businesses. To the extent that attractive, affordable housing is available, employees can better be recruited and retained.
6. Productivity of the workforce improves when commutes are shortened.
7. The ongoing local spending and taxes generated as a result of homes being occupied by the working community are significant.
8. Long commutes are not only costly to the workers, but to the environment as well. Carbon emissions are reduced and air quality is improved when employees live close to work. In addition, fewer commuters will alleviate the demand for more highway lanes and asphalt.
9. Many social benefits are realized when workers live in their own community. Quality of life and safety improve when critical care employees live within close responding distance. Children do better in school when parents are at home in the mornings and evenings. Homeowners are more active in their communities, creating a greater vibrancy and sense of unity.

WHEREAS, essential public facilities and services are available to Accessory Dwelling Units without excessive public cost;

WHEREAS, the proposed accessory dwelling use is compatible with the surrounding area; and

WHEREAS, the Zoning text set forth in this ordinance will promote the public health, safety and general welfare;

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

Section 1. Chapter 17.04 of the Hailey Municipal Code is hereby amended by the addition of the underlined language, as follows:

17.04B.040: Accessory uses for the LR district are described in the district use matrix, section 17.05.040 of this title. Supplemental standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04C.040: Accessory Uses: Accessory uses for the GR District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental Standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.
17.04C.050.B. Gross Floor Area of Detached Accessory Dwelling Units: Detached accessory dwelling units shall have a minimum gross floor area of three hundred (300) square feet and a maximum gross floor area of nine hundred fifty (950) square feet.

17.04D.040: Accessory Uses: Accessory uses for the NB District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental Standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04E.040: Accessory Uses: Accessory uses for the LB District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental Standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04F.040: Accessory Uses: Accessory uses for the TN District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental Standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04G.040: Accessory Uses: Accessory uses for the B District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04L.040: Accessory Uses: Accessory uses for the SCI District are described in the District Use Matrix, section 17.05.040 of this title. Supplemental Standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

17.04M.040: Use Restrictions: Permitted, conditional and accessory uses shall be the same as those uses in the underlying zoning district, except as follows:

One attached or detached accessory dwelling unit shall be allowed as an accessory use to a single-family dwelling, without consideration of underlying zoning district, on lots of seven thousand (7,000) square feet or larger, provided the bulk requirements set forth in section 17.04M.060 of this article are met.

17.04M.060.F. Accessory Dwelling Units: Accessory Dwelling Units shall have a minimum gross floor area of three hundred (300) square feet and a maximum gross floor area of one thousand (1,000) nine hundred (900) square feet. Supplemental standards for Accessory Dwelling Units are contained in Chapter 17.08, Article D. Accessory Dwelling Units.

Section 2. Section 17.05.040 of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:
<table>
<thead>
<tr>
<th>Category</th>
<th>Description (Excerpt)</th>
<th>RGB</th>
<th>LR-1</th>
<th>LR-2</th>
<th>GR</th>
<th>NB</th>
<th>LB</th>
<th>TN</th>
<th>B</th>
<th>LI</th>
<th>TI</th>
<th>A</th>
<th>SCI - SO</th>
<th>SCI -I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessory dwelling unit (ADU)</td>
<td>1 accessory dwelling unit on lots 7,000 square feet or larger, accessory to a single-family dwelling unit or to a nonresidential principal building. Primary vehicular access to any ADU shall be from a City street or alley. All accessory dwelling units shall have adequate water and sewer services installed to meet City standards</td>
<td>N</td>
<td>N A²/₃</td>
<td>N A²/₃</td>
<td>A²/₃</td>
<td>A²/₃</td>
<td>A²/₃</td>
<td>A²/₃</td>
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<td>A²/₃</td>
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BULK REQUIREMENTS
<table>
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<tr>
<th>Category</th>
<th>Description (Excerpt)</th>
<th>RGB</th>
<th>LR-1</th>
<th>LR-2</th>
<th>GR</th>
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<th>LI</th>
<th>TI</th>
<th>SCI-SO</th>
<th>SCI-I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height</td>
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<td>35²¹,22</td>
<td>30²¹,22</td>
<td>30²¹,22</td>
<td>35²¹,22</td>
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<td>35²</td>
<td>35²</td>
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<td>See note 12</td>
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<tr>
<td>Minimum side yard setback</td>
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<td>10³,19²,20</td>
<td>10³,19²,20</td>
<td>10³,19²,20</td>
<td>10³,7</td>
<td>10³,7</td>
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<td>10³,19²,20</td>
<td>10³,9</td>
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<td>10³,9</td>
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<tr>
<td>Minimum side yard setback</td>
<td></td>
<td>10</td>
<td>10³,19²,20</td>
<td>10³,19²,20</td>
<td>10³,19²,20</td>
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<td>10³,19²,20</td>
<td>10³,9</td>
<td>10³,9</td>
<td>10³,9</td>
</tr>
<tr>
<td>Total lot coverage</td>
<td>Total maximum coverage by all buildings, which includes accessory dwelling unit (percentage)</td>
<td>-</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>-</td>
<td>-</td>
<td>30²</td>
<td>-</td>
<td>75</td>
<td>75</td>
<td>See note 12</td>
<td>70</td>
</tr>
</tbody>
</table>

23. Accessory Dwelling Units (ADUs) are subject to Administrative Design Review or Design Review, depending on the zoning district and/or applicable overlay zones, and Supplementary Regulations. See chapters 17.06, Design Review and 17.08, Article D, for regulations.

Section 3. Section 17.06.010.A, Table 1, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:
17.06.010.A. Design Review Approval or Exemption: No person shall build, develop or substantially remodel or alter the exterior of the following buildings without receiving design review approval or exemption pursuant to this chapter, as outlined in the matrix below:

TABLE 1
PROJECT TYPES

<table>
<thead>
<tr>
<th>Type of Use</th>
<th>Exempt (PZ Chair And Administrator)</th>
<th>Hearings Examiner</th>
<th>Full PZ Review</th>
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</thead>
<tbody>
<tr>
<td>New construction:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All zones: Nonresidential buildings</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All zones: Residential of 3 or more units</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>All zones other than Townsite Overlay District: Accessory Dwelling Units</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townsite Overlay District: New single-family or duplex</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Townsite Overlay District: Accessory structures (including Accessory Dwelling Units)</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Section 4, Chapter 17.08, Supplementary Regulations, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:

**Article D. Accessory Dwelling Units**

17.08D.010: Purpose and Intent

A. Purpose: The City of Hailey recognizes that land use, population growth, and community character are interrelated, and that social well-being and diversity are tied to the availability of an array of housing types and sizes available for sale and for rent at various price points. Accessory Dwelling Units, when thoughtfully designed, can simultaneously complement the fabric of existing neighborhoods, increase the supply of available housing, and sustainably accommodate population growth.

The purpose of this section is to address supplemental design and quality of life for Accessory Dwelling Units with the intent of reinforcing the preceding and following statements, which are reflective of statements and goals expressed in the Comprehensive Plan:

1. Hailey is a community that believes livability and quality of life can be maintained and
enhanced only with strong, diverse residential neighborhoods. Further, the community recognizes its identity to include being a place primarily comprised of full-time residents and being a community where the workforce can reside.

2. The City of Hailey seeks to accommodate population growth in a balanced manner, with “infill” development and redevelopment of existing lands in City limits being two strategies. Accessory Dwelling Units provide opportunities for infill development and redevelopment.

3. Many social benefits are realized when workers live in their own community. Quality of life and safety improve when critical care employees live within close responding distance. Children do better in school when parents are at home in the mornings and evenings. Homeowners are more active in their communities, creating a greater vibrancy and sense of unity.

17.08D.020: Applicability

A. The standards of this section apply to all Accessory Dwelling Units created after <insert date of adoption of code amendments>, whether created by new construction, addition, or conversion of an existing building or area within an existing building.

17.08D.030: General Provisions

A. Accessory Dwelling Units may be located within, or attached to, a principal building or may be located within a detached accessory building. Detached Accessory Dwelling Units may comprise the entirety of the accessory building or may comprise part of the floor area of an accessory building with another permitted accessory use or uses comprising the remaining floor area.

B. Only one (1) Accessory Dwelling Unit is permitted on a lot.

C. Accessory Dwelling Units are only permitted in conjunction with single-family residences in residential zones. In the Townsite Overlay, Transitional and SCI zones Accessory Dwelling Units are permitted in conjunction with commercial buildings. In Business, Limited Business and Neighborhood Business one or more residential unit(s) are considered mixed-use.

D. Accessory Dwelling Units in the Special Flood Hazard Area (SFHA) shall have the top of the lowest floor elevated no lower than the flood protection elevation as defined in section 17.04J.020, "Definitions", of the Hailey Municipal Code. For new construction or substantial improvements in the SFHA, all applicable requirements of Article 17.04J. Flood Hazard Overlay District (FH) shall apply.

17.08D.040: Registration of Accessory Dwelling Units Required

A. All Accessory Dwelling Units created after <insert date of adoption of code amendments> shall be issued an Accessory Dwelling Unit Compliance Certificate.

17.08D.050: Occupancy Restrictions – Short Term Occupancy

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A. Where a lot contains both a primary dwelling unit and an Accessory Dwelling Unit, only one dwelling unit shall be utilized for Short-Term Occupancy; and

B. When one dwelling unit is utilized for Short-Term Occupancy the other unit shall be owner-occupied or utilized as a long-term rental, with long-term occupancy being a period of thirty-one (31) days or more.

17.08D.060: Subordinate Scale and Size

A. Scale: The floor area of an Accessory Dwelling Unit (ADU) is limited to no more than 66% of the gross square footage of the principal building, or the maximum floor area permitted for an ADU based on the lot size or zone, whichever is less.

B. Maximum floor area:

<table>
<thead>
<tr>
<th>Lot Size (square feet)</th>
<th>Minimum Gross Floor Area (square feet)</th>
<th>Maximum Gross Floor Area (square feet)¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 7,000</td>
<td>300</td>
<td>900</td>
</tr>
<tr>
<td>7,001 – 8,000</td>
<td>300</td>
<td>950</td>
</tr>
<tr>
<td>Lots 8,001 and greater</td>
<td>300</td>
<td>1,000</td>
</tr>
</tbody>
</table>

¹. Gross square footage calculations for Accessory Dwelling Units does not include exterior, uncovered staircases. Interior staircases and circulation corridors are included.

C. Number of bedrooms: Accessory Dwelling Units may have a maximum of two (2) bedrooms.

17.08D.070: Livability

A. Outdoor Access: All Accessory Dwelling Units shall have a designated area to access the outdoors. Examples include a balcony, porch, deck, paver patio, or yard area delineate by fencing, landscaping, or similar treatment so as to provide for private enjoyment of the outdoors. This area shall be no less than 50 square feet in size. The Outdoor Access area shall be approved through the Design Review process.

Section 5. Chapter 17.09, Parking and Loading, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the deletion of the stricken language, as follows:

17.09.020.05.B: Parking areas and driveways for single-family, accessory dwelling unit, and duplex residences may be improved with compacted gravel or other dustless material.

17.09.020.09.D. Mitigation for Accessory Dwelling Unit parking spaces: Parking stalls for Accessory Dwelling Units shall be reviewed to assess light trespass into residential indoor living areas on adjacent properties. Mitigation measures may include fencing, landscaping, screening, landscape walls, and similar treatments.
Accessory dwelling units and all dwellings less than 1,000 square feet require one (1) parking space per unit. A site developed with both a primary dwelling less than 1,000 square feet in size and an Accessory Dwelling Unit shall provide a minimum of 2 spaces. Parking for Accessory Dwelling Units must be provided on site. Existing parking in excess of the required parking for a single-family unit shall count towards the total required parking.

Section 6. Severability Clause. 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 Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 8. 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 ___ DAY OF ______________, 2021.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk
SUMMARY OF HAILEY ORDINANCE NO. 1275

The Following is a summary of the principal provisions of Ordinance No. 1275 of the City of Hailey, Idaho, duly passed and adopted January 25, 2021, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17 OF THE HAILEY MUNICIPAL CODE, CHAPTER 17.04, ARTICLES B, C, D, E, F, G, L AND M TO REFERENCE NEW SUPPLEMENTAL REGULATIONS FOR ACCESSORY DWELLING UNITS AND TO DELETE REFERENCE TO MINIMUM LOT SIZE; AMENDING SECTION 17.05.040, DISTRICT USE MATRIX, TO PERMIT ACCESSORY DWELLING UNITS (ADUS) AS A PERMITTED USE IN THE LIMITED RESIDENTIAL-1 (LR-1) AND LIMITED RESIDENTIAL-2 (LR-2) ZONING DISTRICTS SUBJECT TO CRITERIA, INCLUDING DESIGN REVIEW, SETBACK AND BULK REQUIREMENTS; TO DELETE MINIMUM LOT SIZE REQUIREMENTS FOR LOTS CONTAINING ADUS; TO ESTABLISH LOT COVERAGE FOR THE LR-1 AND LR-2 ZONING DISTRICTS; AMENDING SECTION 17.06.010.A TO ESTABLISH A DESIGN REVIEW PROCESS FOR ADUS LOCATED OUTSIDE OF THE TOWNSITE OVERLAY; AMENDING CHAPTER 17.08, TO ESTABLISH A NEW ARTICLE D, SUPPLEMENTAL REGULATIONS FOR ADUS; AMENDING SECTIONS 17.09.020.05.B, 17.09.020.09.D, AND 17.09.040.01 TO ADDRESS PARKING REQUIREMENTS FOR ACCESSORY DWELLING UNITS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1275 Amends Hailey Municipal Code as follows:

SECTION 1. Amend Section 17.04 to reference Accessory Dwelling Unit (ADU) standards.

SECTION 2. Amend Section 17.05.040 to add ADU as a permitted use in the LR-1 and LR-2 zone districts; to specify lot coverage in said zone districts, and to reference Administrative Design review and/or P and Z Design review.

SECTION 3. Amend Section 17.06.010.A to outline Design Review requirements for ADU’s.

SECTION 4. Amend chapter 17.08 to add Article D, Accessory Dwelling Units, Purpose and Intent; Applicability; General Provisions; Registration; Occupancy Restrictions; Subordinate Scale and Size; Maximum Floor Area; Number of Bedrooms; Livability.

SECTION 5. Amend Chapter17.09 to add parking and loading regulations for ADU’s.

SECTION 6. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or
unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

**SECTION 7. Repealer Clause.** All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

**SECTION 8.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

The full text of Ordinance No. 1275 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 1275 of the City of Hailey, that I have compared it to the full text of Ordinance No 1275, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this _____ day of _______________, 2021

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express: ____________________
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