

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday April 12, 2021 * Hailey City Hall Meeting Room**

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

ACTION ITEM.....

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>

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<https://global.gotomeeting.com/install/543667133>

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

CONSENT AGENDA:

CA 117	Motion to approve Resolution 2021-032 approving the Hailey Fair Housing resolution ACTION ITEM	1
CA 118	Motion to approve Resolution 2021-033 authorizing SUN Airport Coronavirus Response Grant Program (ACRGP) Grant # 3-16-0016-054-2021 in the amount of \$1,219,239, which funds may be used by airport sponsor for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments ACTION ITEM	4
CA 119	Motion to approve Resolution 2021-34, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to increase the fire station project from \$225,995 to \$300,000, with Hailey’s grant match at 25% ACTION ITEM	33
CA 120	Motion to approve music events planned by Luke Patrick Henry, including <i>Road To Summer's End Concert Series</i> on July 23-24, 2021 at Lions Park and <i>Summer's End - The Draper Rendezvous</i> on August 27-28, 2021 at Lions Park. Both events contemplate limited camping at Hop Porter Park. ACTION ITEM	42
CA 121	Motion to approve minutes of March 29, 2021 and to suspend reading of them ACTION ITEM	46
CA 122	Motion to approve claims for expenses incurred during the month of March 2021, and claims for expenses due by contract in April 2021 ACTION ITEM	58

MAYOR’S REMARKS:

MR 000

APPOINTMENTS & AWARDS

AA 123	Award for Bryson Ellsworth – Acceptance into W/WW Board	79
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PROCLAMATIONS & PRESENTATIONS:

PP 124	Fair Housing Month Proclaimed in Hailey ACTION ITEM	81
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PUBLIC HEARING:

PH 125	Public Hearing and consideration of Resolution 2021-035, authorizing the 2 nd Amended and Restated Joint Powers Agreement for governance of Freidman Memorial Airport ACTION ITEM	83
PH 126	Consideration of proposed Rubbish and Recycling curbside program expansion to include two new curbside programs for compostable materials and corrugated cardboard. ACTION ITEM	108
PH 127	Public Hearing on Electric Utility Franchise Ordinance No. 1278, which would grant Idaho Power Company use of city streets and rights of way to deliver electric utility services to Hailey customers for a 10-year term, with 3 rd reading of Ordinance by title only ACTION ITEM	137

[PH 128](#) Public Hearing regarding the Final Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. This includes development of four (4) cottage single-family lots. A 7.88-acre park will be dedicated in Phase 1. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development **ACTION ITEM** 146

[PH 129](#) Consideration of Resolution 2021-__, authorizing a Right of Way Maintenance Agreement with Marathon Partners, LLC for Phase 1, Sunbeam Subdivision. **ACTION ITEM** 174

[PH 130](#) Consideration of Resolution 2021-__, authorizing a Security Agreement with Marathon Partners, LLC for Phase 1, Sunbeam Subdivision. **ACTION ITEM** 181

OLD BUSINESS:

[OB 131](#) 3rd Reading Ordinance No. 1280, an Ordinance amending the Zoning and Subdivision Fees, establishing a new fee for the Application of Accessory Dwelling Units (ADUs) **and Summary of Ord. No. 1280 ACTION ITEM** 211

[OB 132](#) 3rd Reading Ordinance No. 1281, amending to Title 13, Chapter 13.04, Section 13.04.140: Water and Wastewater Connection Fees, establishing a new fee for the connection of Accessory Dwelling Units **and Summary of Ord. No. 1281 ACTION ITEM** 218

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1284 Next Resolution Number- 2021-036

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

-SUBJECT:

Motion to approve Resolution 2021- _032, Hailey’s Fair Housing Resolution as required under federally funded affordable housing grants which fund housing projects within Hailey.

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

-BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Grant rules governing some affordable housing projects within Hailey require several steps be taken by cities, one of which is to annually adopt a Fair Housing Proclamation, declaring April as Fair Housing month. The resolution must be published and posted throughout the duration of fair housing grant projects, along with materials which provide fair housing information to the public.

- 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	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- _032, Hailey’s Fair Housing Resolution as required under federally funded affordable housing grants which fund housing projects within Hailey.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY

FAIR HOUSING RESOLUTION NO. 2021-032

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO IMPLEMENT FAIR HOUSING AND FAIR HOUSING PRINCIPLES WITHIN HAILEY

LET IT BE KNOWN TO ALL PERSONS OF the City of Hailey that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Hailey to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the city/county does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City of Hailey will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Hailey shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

EFFECTIVE DATE

This Resolution is adopted by the Hailey City Council on April 12, 2021 and shall take effect on the 1st day of April, 2021.

City of Hailey

ATTEST:

Martha Burke, Mayor

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2021- 033, authorizing Airport Coronavirus Response Grant Program (ACRGP) Grant # 3-16-0016-054-2021 in the amount of \$1,219,239, which funds may be used by airport sponsor for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

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

Joint Powers Agreement between Hailey and Blaine County (Sponsors)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Airport grants are a standard method by which Friedman Memorial Airport has continued to improve its operations. This grant brings \$1,219,239 which funds may be used by airport sponsor for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

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	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021- 033, authorizing Airport Coronavirus Response Grant Program (ACRGP) Grant # 3-16-0016-054-2021 in the amount of \$1,219,239, which funds may be used by airport sponsor for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY RESOLUTION NO. 2021-033
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE GRANT DOCUMENTS, INCLUDING THE AGREEMENT, CERTIFICATION OF SPONSOR'S ATTORNY AND ASSURANCES, FOR FEDERAL ASSISTANCE OFFERED MARCH 24, 2021, FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT (AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) GRANT # 3-16-0016-054-202).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have received an offer of grant funds dated March 24, 2021 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA for Airport Coronavirus Response Grant Program (ACRGP) Grant # 3-16-0016-054-202

NOW, THEREFORE, BE IT RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the execution of the Airport Coronavirus Response Grant Program (ACRGP) Grant # 3-16-0016-054-202 dated March 24, 2020, and Standard DOT Title VI Assurances, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Jacob Greenberg, Airport Authority Chairman.

BE IT FURTHER RESOLVED THAT THE HAILEY CITY COUNCIL hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, dated March 24, 2021 and the Standard DOT Title VI Assurances dated March 2014.

BE IT FURTHER RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this 12th day of April, 2021

By _____
The Honorable Martha Burke
Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

RESOLUTION NO. 2021-033



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Idaho, Montana

FAA HLN ADO
2725 Skyway Drive
Suite 2
Helena, MT 59602

CRRSA Transmittal Letter

March 24, 2021

The Honorable Martha Burke, Mayor
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

The Honorable Jacob Greenberg, Chairman
County of Blaine
206 1st Avenue South, Suite 300
Hailey, ID 83333

Dear Mayor Burke and Commissioner Greenberg:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-16-0016-054-2021 for Friedman Memorial Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 24, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, reading "Steve L. Engebrecht". The signature is written in black ink and includes a long horizontal flourish at the end.

Steve L. Engebrecht
Acting Manager

Enclosure (1)



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 24, 2021 _____

Airport/Planning Area Friedman Memorial Airport _____

ACRGP Grant Number 3-16-0016-054-2021 (DOT-FA21NM-K2049) _____

Unique Entity Identifier 155993603 _____

TO: City of Hailey and County of Blaine _____

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 9, 2021, for a grant of Federal funds at or associated with the Friedman Memorial Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Friedman Memorial Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Friedman Memorial incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,219,239, allocated as follows:
 - \$27,812 Primary KC2021
 - \$1,191,427 Primary KQ2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 24, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

6. **Land Acquisition**. Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 24, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Steve L. Engebrecht

(Typed Name)

Acting Manager, Helena ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

City of Hailey

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

County of Blaine

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

*(Type Name of Sponsor's Designative
Official/Representative)*

Title:

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Hailey and County of Blaine**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 9, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 DEPARTMENT: Admin/Fire DEPT. HEAD SIGNATURE: HD

- SUBJECT:

Motion to approve Resolution 2021-034, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to increase the fire station project from \$225,995 to \$300,000, with Hailey’s grant match at 25% **ACTION ITEM**

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

- BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey filed an application to increase its FEMA Hazard Mitigation Grant Program, which grant will be spent to secure critical infrastructure against winter storm and seismic activity. An amendment to the grant was approved by in February, 2021, increase the project cost from the original amount of \$103,360 to \$225,950. Another amendment was requested recently to increase the project cost to \$300,000. This amendment increases FEMA funding and increases our grant match from \$56,487, to \$75,000 with a portion of that being in-kind city labor. Hailey’s match is fully budgeted within Hailey’s Capital Improvement Fund.

- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

This is a 75/25% grant program, with 25% match required. Hailey’s match is fully budgeted within Hailey’s Capital Improvement Fund.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021-034, authorizing city officials to sign an amended Grant Agreement with FEMA Hazard Mitigation Grant Program to increase the fire station project from \$225,995, top \$300,000 with Hailey’s grant match at 25% **ACTION ITEM**

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2021-034**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING
AN AMENDED GRANT AGREEMENT WITH FEMA HAZARD MITIGATION GRANT
PROGRAM (HMGP), WHICH INCREASES THE GRANT PROJECT FOR THE
HAILEY FIRE STATION TO \$300,000.**

WHEREAS, the City of Hailey will benefit from a grant agreement between FEMA's Hazardous Mitigation Grant Program and City of Hailey for a \$300,000 project to retrofit critical infrastructure, the Hailey Fire Station, with \$225,000 to be paid by the grantor and \$75,000 in City matching funds. This grant application was filed in 2016, was initially awarded in 2018, and was amended in February 2021. This is the second amendment to the grant agreement.

WHEREAS, the project was identified in the Blaine County All Hazards Mitigation Plan as a high priority, to insure that windows, doors and roof of the Hailey Fire Station can withstand seismic activity and snow loads.

WHEREAS, the City of Hailey and FEMA, through its Idaho agent Idaho Office of Emergency Management 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 FEMA, authorizes the execution of the attached agreement,

Passed this 12th day of April, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Idaho Office of Emergency Management

2018 Grant Adjustment Notice

for
City of Hailey

Date of Award

August 17, 2018

1. Subrecipient Name and Address	2. Prepared by: <i>Crooks, Julie</i>	3. Award Number: 43333R2
City of Hailey 115 MAIN STREET SOUTH HAILEY, ID 83333	4. Federal Grant Information	
	Federal Grant Title:	DR-4333 HMGP
	Federal Grant Award Number/CFDA Number:	4333-DRID-P-00000005 / 97.039
	Federal Granting Agency:	U.S. Department of Homeland Security/FEMA Region X

Subrecipient Unique Identifier (DUNS): 169191517

5. Award Amount and Grant Breakdowns									
<table style="width: 100%;"> <tr> <td>Original Subaward Amount:</td> <td style="text-align: right;">\$169,462.50</td> </tr> <tr> <td>Award Amount This Action:</td> <td style="text-align: right;">\$55,537.50</td> </tr> <tr> <td>Subrecipient Required Match:</td> <td style="text-align: right;">\$75,000.00</td> </tr> <tr> <td>Total Award Amount:</td> <td style="text-align: right;">\$300,000.00</td> </tr> </table>	Original Subaward Amount:	\$169,462.50	Award Amount This Action:	\$55,537.50	Subrecipient Required Match:	\$75,000.00	Total Award Amount:	\$300,000.00	<p>DR-4333 HMGP</p> <p>Performance Period:</p> <p><i>Aug 17, 2018 through Jul 27, 2021</i></p>
Original Subaward Amount:	\$169,462.50								
Award Amount This Action:	\$55,537.50								
Subrecipient Required Match:	\$75,000.00								
Total Award Amount:	\$300,000.00								

6. Requirements: This Subaward is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent to support the Emergency Management Performance Grant Program. This is a not a Research & Development Subaward. Subrecipients must give IOEM, DHS and auditors access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

The Subrecipient certifies that the Subrecipient and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Debarred and Suspended list at <http://www.sam.gov>.

The Subrecipient certifies compliance with the 2CFR200 Subpart F – Audit Requirements and Idaho State Code 67-450B – Independent Financial Audits of Local Governmental Entities—Filing Requirements.

Acceptance of subaward certified compliance with requirements detailed above.

8. Agency Approval	
Approving IOEM Official: Brad Richy, Director Idaho Office of Emergency Management (208) 422-3040	Signature of IOEM Official: Date:

9. Subrecipient Acceptance	
I have read and understand the attached Terms and Conditions. Signature certifies compliance with requirements detailed on subaward subrecipient agreement.	
Print name and title of Authorized Subrecipient official:	Signature of Authorized Subrecipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
--	--------------------------

13. DUE DATE: 5/28/2021

Signed award and Direct Deposit Form (if applicable) must be returned to IOEM on or before the above due date

Project-Specific Programmatic Conditions of Approval

Project: 43333R2, City of Hailey

- The hazard mitigation planning activities will not affect natural resources or the human environment.
- Subrecipients may not use the funds from this subaward to implement actions identified in the plan.
- The result of the planning-related activity developed through this grant must be consistent with the requirements in 44 Code of Federal Regulations (CFR) Parts 201 and 206 and must enhance the existing mitigation plan consistent with mitigation planning regulations for Local Mitigation Plans per 44 CFR 201.6.
- Prior to the end of the Period of Performance, subrecipients must submit to the State and FEMA their final plan and adoption documentation.

Standard Administrative Provisions for Hazard Mitigation Grant Program (HMGP)

FEMA Region 10 – Updated July 27, 2016

- The subrecipient agrees that all use of funds under this subaward will be in accordance with the Hazard Mitigation Assistance Unified Guidance in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in 44 CFR 206.
- The recipient may advance portions of the approved Federal share to the subrecipient provided the recipients maintain procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the subrecipient. Subrecipients must comply with the same payment requirement as the recipient and must comply with the requirements specified in the recipient's subaward agreement.
- The subrecipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires recipients and subrecipients to report certain information about themselves and their first-tier subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010.
- The subrecipient must obtain prior approval from the State Hazard Mitigation Officer (SHMO) before implementing changes to the approved project Scope of Work (SOW). The SHMO must receive FEMA approval prior to a change in the SOW regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. The subrecipient must fully document cost overrun requests; the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The subrecipient must notify their assigned SHMO as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion or substantially lower cost (for reallocation of funding).
- The subrecipient shall submit quarterly financial and progress reports thereafter until the grant ends. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as

well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final financial and progress report is due 30 days after project completion or the end date of the performance period.

- **Performance Report:** The subrecipient shall submit performance progress reports through the Idaho Grant Management System (IDGMS), by the 15th day after the end of each quarter. The narrative shall consist of a comparison of actual accomplishment to the approved activity objectives. The subrecipient shall submit quarterly performance reports thereafter until the subaward is closed. Reports are due January 15, April 15, July 15, and October 15. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subrecipient award under the Subrecipient Award.
 - **Final Reports:** The subrecipient shall submit a final financial and performance report 30 days upon project completion or the end date of the performance period.
- Unless otherwise approved by IOEM, the subrecipient must submit a closeout package with all financial, performance and other reports and required documentation within 30 days after subrecipient's notice of completion of the project, or expiration or termination of the project/subaward.
- For closeout of this project, the subrecipient shall send a letter of request to the SHMO to close the project programmatically and financially. The letter will include the following:
 - The date work on the project was fully completed;
 - The date of the subrecipient's final site inspection for the project;
 - Certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
 - Confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
 - A memo from the subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
 - Submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's Hazard Mitigation Assistance grant systems.
 - By acceptance of this subaward, the subrecipient agrees to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 - .440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.
 - Subrecipients who have been awarded Mitigation grants are reminded that 10% of the total grant award will be retained by IOEM pending completion of the final project inspection or FEMA's approval of plans. Once approved, the retained funds will be reimbursed and the grant closed.
 - The subrecipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR 200.29. The cost-share requirement for this subaward is 75% federal and 25% non-federal.

AGENDA ITEM SUMMARY

DATE: 04/12/21

DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve a Special Event Proprietary Agreement with DrSwanMusic, LLC to hold the Road to Summer's End Concert Series & Summer's End – The Draper Rendezvous at Lions Park on July 23rd & 24th and August 27th & 28th, 2021.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

DrSwanMusic, LLC would like to hold the Road to Summer's End Concert Series & Summer's End – The Draper Rendezvous for the second year. These 2-day music festival events will be at Lions Park on July 23rd & 24th and August 27th & 28th, 2021, from 1:00 pm until 11:00 pm each day, with set up days of July 21st & 22nd and August 25th & 26th and teardown days of July 25th and August 29th.

This music event includes food and alcohol vendors and limited camping at Lions Park and Hop Porter Park.

Not all needed documentation has been submitted with the application. Approval, at staff level, will be contingent on completion of those items not included, submittal of a current certificate of insurance and fees paid in full, assuming no substantial changes are made.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

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

Staff Contact: _____ Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve a Special Event Proprietary Agreement with DrSwanMusic, LLC to hold the Road to Summer's End Concert Series & Summer's End – The Draper Rendezvous at Lions Park on July 23rd & 24th and August 27th & 28th, 2021.

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 # _____

DECISION

Based on the Application for a Special Event Proprietary Permit for Summer's End – The Draper Preserve Rendezvous, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Additional Conditions

- a. All documentation with event details must be submitted for approval,
- b. A current certificate of insurance must be submitted for approval,
- c. And all fees must be paid.

DATED this 12th day of April, 2021.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for Road to Summer’s End Concert Series & Summer’s End – The Draper Rendezvous (Friday & Saturday, July 23rd & 24th, 2021, from 1:00 p.m. to 11:00 p.m. and Friday & Saturday, August 27th & 28th, 2021, from 1:00 p.m. to 11:00 p.m.), plus specified set up and teardown time (set up Wednesday & Thursday, July 21st & 22nd, 2021, and Wednesday & Thursday, August 25th & 26th, 2021, and teardown Sunday, July 25th, 2021, and Sunday, August 29th, 2021), (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 12th day of April, 2021.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/21

DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve a Special Event Proprietary Agreement with DrSwanMusic, LLC to hold the Road to Summer's End Concert Series & Summer's End – The Draper Rendezvous at Lions Park on July 23rd & 24th and August 27th & 28th, 2021.

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

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FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

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

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve a Special Event Proprietary Agreement with DrSwanMusic, LLC to hold the Road to Summer's End Concert Series & Summer's End – The Draper Rendezvous at Lions Park on July 23rd & 24th and August 27th & 28th, 2021.

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 # _____

DECISION

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Standard Conditions

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

Additional Conditions

- a. All documentation with event details must be submitted for approval,
- b. A current certificate of insurance must be submitted for approval,
- c. And all fees must be paid.

DATED this 12th day of April, 2021.

CITY OF HAILEY

By: _____
Martha Burke, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

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IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 12th day of April, 2021.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on March 29, 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:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MARCH 29, 2021
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor 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.

[5:30:42 PM](#) Mayor Burke asks for a motion to amend the agenda.

[5:31:01 PM](#) Thea, Martinez seconds Husbands Thea Martinez Linnet.

[5:31:25 PM](#) Burke call to order

Open Session:

[5:31:55 PM](#) no comments

CONSENT AGENDA:

CA 088	Motion to approve grant application through the Seagraves Family Foundation in the amount of \$7,900, for production of a documentary following local residents and their journey in preserving a historic home in Hailey. ACTION ITEM	1
CA 089	Motion to approve Resolution 2021-022, authorizing a grant application for the 2021 Arbor Day “Planting Idaho” grant to plant a tree in conjunction with Arbor Day activities ACTION ITEM	32
CA 090	Motion to approve Hailey Arbor Day Proclamation, setting 2021 Arbor Day in Hailey on June 12, 2021 ACTION ITEM	36
CA 091	Motion to authorize Mayor to sign annual ITC Letter of Support for Hailey Chamber grant ACTION ITEM ...	39
CA 092	Motion to approve Resolution 2021-023, ratifying e-rate agreement with Cox Business for Hailey Public Library internet service for patrons ACTION ITEM	41
CA 093	Motion to adopt Resolution 2021-024, authorizing the Mayor to sign the Notice of Award, Agreement, and Notice to Proceed with the lowest bidder, Electric 1 West, in the amount of \$211,631.96, for the WWTP Generator site work. ACTION ITEM	51
CA 094	Motion to adopt Resolution 2021-025, authorizing Amendment #3 with HDR Engineering, in the amount of \$17,550., for bidding and construction engineering services for the new standby generator and support services during construction of said project. ACTION ITEM	93
CA 095	Motion to adopt Resolution 2021-026, authorizing Amendment #4 with HDR Engineering, in the amount of \$9,850., for bidding and design engineering services for Programmable Logic Controls (PLC) replacement and support services of said project. ACTION ITEM	101
CA 096	Motion to approve Resolution 2021-027, and authorize the Mayor to sign the Adopt A Park agreement with Clearwater Landscaping for maintenance at Keefer Park during the 2021 park season ACTION ITEM	109
CA 097	Motion to approve Resolution 2021-028, and authorize the Mayor to sign the Adopt A Park agreement with Webb Landscaping for maintenance and mowing at Hop Porter Park during the 2021 park season ACTION ITEM	114
CA 098	Motion to approve Resolution 2021-029, and authorize the Mayor to sign an agreement with Clearwater Landscaping for seasonal upkeep at the Fox Acres Roundabout ACTION ITEM	119
CA 099	Motion to approve a special event, Trailing of the Sheep, to be held at Roberta McKercher Park (October 8th from 8:00am until 7:00pm and October 9th, from 10:00a.m. to 4:00p.m.) and Lions Park (October 7th through 10th, 2021) ACTION ITEM.....	124

CA 100	Motion to approve new Alcohol License for Red Red Wine, LLC ACTION ITEM	143
CA 101	Motion to approve minutes of March 8, 2021 and to suspend reading of them ACTION ITEM	151
CA 102	Motion to ratify claims for expenses paid in March 2021 ACTION ITEM	159
CA 103	Motion to approve claims for expenses incurred during the month of February, 2021, and claims for expenses due by contract in March, 2021 ACTION ITEM	178
CA 104	Motion to approve unaudited Treasurer’s report for the month of February, 2021 ACTION ITEM	191

[5:32:28 PM](#) CA 091 Cone pulls to add an additional support letter. CA 099 Thea pulls for a question.

[5:32:52 PM](#) **Martinez moved to approve all consent agenda items minus CA 091 and CA 099, Thea seconded, motion passed with roll call vote. Thea, yes. Husbands, yes. Martinez, yes. Linnet, yes.**

[5:33:20 PM](#) CA 091 Horowitz asks council to add the 2nd letter of support to their motion, received after packet was created.

[5:34:37 PM](#) **Thea moves to approve CA 091 to add additional letter of support for Chamber, Husbands seconds. Motion passed with roll call vote, Linnet, yes. Martinez, yes. Husbands, yes. Thea, yes.**

[5:35:19 PM](#) CA 099 Thea asked to pull this item, hoped we would be turning to in person events, purpose to address sustainability portion of the event, we have to understand what we are accepting and not allow any use of single-use plastics. It is broader.

[5:37:12 PM](#) Christopher Simms, broader ban, speaks to minimum requirements, expect staff to comb over these applications.

[5:37:52 PM](#) Sheila present, sell sodas in aluminum cans, recycle the cans, beer and wine, working with warfield to buy mugs, will have to take this back to work on it. [5:39:06 PM](#) Mayor Burke asks that staff will work with Sheila and give her a checklist, so that we will be prepared. Thea, just wants everyone to be in compliant.

CA 099 [5:40:00 PM](#) Thea moves to approve, seconded by Linnet, Husbands, Linnet, Martinez, Thea, yes.

[5:40:35 PM](#) Sheila asks to comment, the vendors 100% are returning, and are so excited in coming, thank you for your approval tonight.

PRESENTATIONS:

PP 117 **Hailey Fire Department Annual Report – Presentation by Chief Mike Baledge** (no documents)

HFD annual report [5:41:43 PM](#) Mike Baledge presents the Fire Department’s annual report, begins with a Mission and Vision Statement. Baledge points out the vision statement, they have tried to give back pride of ownership to the volunteer firefighters. Covid-19, response, PPE, testing. We were sitting on a stockpile of PPE when the pandemic began a year ago thanks to Mike Chapman

former Fire Chief. Working with Health District to possibly provide an alternate vaccination site if needed. [5:45:38 PM](#) JPA Direction, new leadership in both organizations, both departments are doing well, ended up a meeting last August, Wood River expressed interest in where they wanted to go, direction wise. The JPA board agreed meetings are not very productive, as there is more separation, than coming together, feels this is more of a benefit to Hailey residents, keeping ISO rating low. [5:47:53 PM](#) Auto-aid and mutual aid agreements are working well, as proven by our recent fire last week, everyone showed up, no other structures were burned, all departments worked well together. [5:48:57 PM](#) New hire, Kevin Ditmore, Quartermaster inventory, engines, makes sure they are ready to go, he is going to school later this week for wildland training. [5:49:39 PM](#) 1 new volunteer in 2020 and 3 return volunteers. [5:50:04 PM](#) with reorganizations, down to 2 squads from 3 squads, also went to 3 full-time positions and 2 part-time positions. [5:51:47 PM](#) Looking forward to 2021, want to restart the Fire Explorer program at the high school. Will be sending firefighters to advanced training. Want to reestablish wildland deployment programs, Idaho Department of Lands deployments, nets us \$10-\$20K on every deployment. [5:53:53 PM](#) training our 3 cadets with Bellevue's 2 cadets, training in-house this time around, it is going well. Will continue to seek grant opportunities. [5:54:33 PM](#) worked with school and police dept. to have covid safe graduation last year. [5:56:13 PM](#) responded to 61 fires, including 15 private dwelling fires, 9 wildland fires and 6 vehicle fires. Baledge talks about other calls, including fire alarm calls and hazmat clean-up calls. Last year call volumes were not increased due to covid, but it did change how we responded to them. In 2020, Paid on call firefighters participated in a combined total of 1,800 hours of training, usually twice that amount. Baledge discusses prevention, 102 inspections in 2020, usually 250-300, 46 new business license inspections, and 5 daycare inspections. [6:02:28 PM](#) 10 new commercial buildings opened, including the new Marriot Hotel. Public education in 2020 was not done. [6:04:27 PM](#) lots of building going on in Hailey, with the influx of people to the area. Other operations, 1 wildland deployment for 12 days. Still administering the Safer grant. Remodel work at station will start next week, company doing the work has been impacted by Covid. [6:07:52 PM](#) Mayor Burke, thanks Baledge. [6:08:09 PM](#) Thea has question, maybe for later, effort to consider joining the fire departments, not happening now? [6:08:45 PM](#) Baledge responds to Thea's question. No changes with call response.

PUBLIC HEARINGS:

PH First and only reading of Ordinance No. 1279, by title only, an ordinance of the City of Hailey adopting an Area of City Impact Agreement with Blaine County dispensing with the second and third reading and adopting henceforth and approve Summary of Ordinance No. 1279. (this action corrects a typographical error found in Ordinance No. 1279 adopted in last council meeting) ACTION ITEM

[6:10:34 PM](#) Horowitz corrects the number for the proposed ordinance, we need council to make 2 motions, 1st for ord. no. 1283, which is for the agreement (not 1279 as indicated on the agenda), we are redoing because of a one-word typo, county instead of city. The 2nd motion, is for the summary of ord. no. 1279.

[6:11:51 PM](#) no public comments

Council deliberation, okay with moving forward.

[6:12:45 PM](#) Thea moves to approve Ordinance No. 1283 agreement ACI, read by title only, waive 2nd and 3rd reading, Linnet seconds. Motion passed with roll call vote, Thea, yes. Husbands, yes. Linnet, yes. Martinez, yes.

[6:13:22 PM](#) Mayor Burke conducts 1st and only reading of Ordinance No. 1283, by title only.

[6:14:12 PM](#) Mayor Burke asks for a motion to adopt the summary of ord. no. 1279.

[6:14:30 PM](#) Thea moves to approve summary of Ordinance No. 1279, Linnet seconds. Motion passed with roll call vote; Thea, yes. Linnet, yes. Martinez, yes. Husbands, yes.

PH 107 Consideration of Resolution 2021-___, with an amended Joint Powers Agreement between Blaine County and City of Hailey for governance of Friedman Memorial Airport ACTION ITEM

[6:15:07 PM](#) Mayor Burke opens this item and announces that Chris Pomeroy is at another meeting tonight, she and Linnet will help clarify anything if you have questions. Simms adds, Jim Laski, is on the call tonight also. [6:16:01 PM](#) Laski, 2 things before us, amended and restated agreement and a 2nd extension to the amended and restated agreement, it has taken longer than expected to come up with a draft of a new agreement. The current extension expires in April 15th, need to extend the expiration to May 15th 2021, only need 1 more month to resolve.

[6:18:07 PM](#) Simms okay with approving conditional on county's approval.

[6:18:29 PM](#) Laski explains the JPA, allows to operate the airport as its own entity, the prior agreement adopted when there was high confidence that there would be another airport location. 2 sets of governance, independent and 2nd structure when working towards new airport, under that city and county could appoint 3 people and 1 independent, all votes for approval was by majority of both entities. The major change, is that we are proposing 1 structure for governance, what was in place in the original JPA agreement. That is the primary change, 3 members of city, 3 members of county, requires 2 affirmative votes from both organizations. [6:21:53 PM](#) Have extended the termination agreement, evergreen clause automatically renews, unless board decides that it should be terminated. [6:23:08 PM](#) Aviation attorney in Denver, checks this to make sure it conforms with FAA laws.

[6:23:37 PM](#) Thea what do the different mark-up colors mean? Laski, who typed in changes and who moved it, further explains.

[6:24:35 PM](#) Linnet, no other comments, Laski gave good explanation. [6:24:50 PM](#) Simms, agrees with Laski, many members of City are familiar with operations. [6:25:23 PM](#) Burke, goal if money were no object, could find a new airport, but not 1st on FAA plans. In the meantime, reaffirms how this airport operates.

[6:26:21 PM](#) Thea asks if Angenie is county commissioner chair, thought Fosbury is chair now, Laski will make this change.

Public comments: [6:27:29 PM](#) no comments

Council deliberation.

[6:28:05 PM](#) 2 actions to consider, Burke, approve 2nd amended and restated agreement, and then approve the extension. Laski, comments, thinks the final version will fix small items. Burke, move to approve the extension then bring back agreement.

[6:30:40 PM](#) **Thea makes a motion to adopt resolution 2021-030 authorizing the extension, seconded by Linnet. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Thea, yes. Martinez, yes.**

PH 108 Presentation of the Wastewater Facility Planning Study by HDR Engineering presenting the highlights of the Facilities Planning Study by HDR Engineering presenting the highlights for City Council to provide comments. ACTION ITEM

[6:31:39 PM](#) Bradley Bjerke with HDR will present. Brian Yeager explains facility planning study to maintain compliance with our capital improvement plan, just recently council approved a back-up generator. [6:34:54 PM](#) Bjerke presents on his screen, presented to Yeager and his staff, will go fast and stop if you have any questions. First is the planning study, history, original plant built in 1974, in 2000, construction of biological treatment process, large capacity filtration and UV. In 2010, facility planning study, add more biological treatment and UV, 2015, sludge handling project, left in last plan, city took on improvements to plant, 15-16% solids, which reduced daily trips to dump, now once a week. [6:38:15 PM](#) looking at populations, trends in, 20-year planning study by DEQ, looked at limitations of the river. Census data should be available this fall, currently there is a little surge, plan for a 2.5% growth, roughly 8,900 up to 14,600 by 2024. expired in 2017, administratively approved since then. [6:41:43 PM](#) Bjerke discusses the city's current discharge permit and its parameters. ½ million gallons per day to 1 million gallons today for growth, expansion will be roughly 70-80%. Chapter 3 is plant and operations, biological modeling, shows ariel view. Bjerke discusses the plant facility functions and shows where they are on the pictures displayed. [6:48:33 PM](#) Bjerke discusses the condition of the facility, primary equipment in poor shape, secondary tank and effluent good shape. Tertiary concerns with electrical and controls, poor shape. As for solids, front end of the plant is vulnerable and is critical part to being improved. [6:50:55 PM](#) Bjerke, creeping up close to biological system capacity, the current weak link in the system. Next chapter, what do we do, what parts of the plant do we pay attention to, discussing alternatives and upgrades. 3 alternatives, MBR, SBR with TMF and SBR with two-stage sand filter. [6:54:23 PM](#) Bjerke goes through each of these options. [6:57:12 PM](#) Bjerke, will skip to the funding options.

[7:00:46 PM](#) Thea, asks, has Hailey ever used the water? Would we have to install different infrastructure to use it? Bjerke, you have to be a class A standard, to reuse the water, Sun Valley and Ketchum are class A. [7:02:31 PM](#) Thea, did longevity of the system, was that part of the criteria in which we will decide. Bjerke, membranes don't last long, built into the cost is replacement of the membranes. [7:04:59 PM](#) chapter 5 compost, only 10% moisture left in the biosolids. In DEQ inspection, did not like that disposal went to drying fields, want biosolids shipped to Milner Butte or to be composted. City went to advertisement, Winn's composting

responded to the bid. Will be pushing that more, excellent way to have the nutrients in the biosolid to be reused. [7:07:19 PM](#) chapter 6, support facilities, new standby generator, installing that this year. Admin building needs expanding and add a new shop. Chapter 7 summary of upgrades, when do upgrades need to happen, when at 80%, need to upgrade, and approx., by 2027. Ran a user rate increase of 2.5% over 20 years., in peak years, may need to find addition funding to bridge the gaps.

[7:11:28 PM](#) Brian Yeager, asks to now collect public comments and then discuss among council. Then the comments will be incorporated in the study.

[7:12:11 PM](#) public comments

Winn Weaver with Winn's composting speaks. Keefer Park is severely deficient in water, should consider reusing the water. Winn has put a lot of soil on this park in the past few years. If you kept the water on that side, you would have significant cost savings there alone.

Council deliberation.

[7:14:10 PM](#) Yeager, if no further comments, no other action at this time, will bring back to council in the future with options.

PH 109 Consideration of proposed Rubbish and Recycling curbside program expansion to include two new curbside programs for compostable materials and corrugated cardboard. ACTION ITEM

[7:14:43 PM](#) Horowitz will make Rebecca Bundy presenter, she shows her presentation. The primary goal is to reduce carbon emissions on environment, aligning with city's goals. Bundy discusses breakdown of landfill categories; food waste is approximately 23% of total waste in landfill. Blaine county recycling, most of the cardboard is winding up in the landfill instead of being recycled, especially over the past year due to contamination. [7:21:27 PM](#) Bundy displays current vs. proposed basic services. Proposed costs would increase 37%, 24% and 23% respectively for small medium and large trash cans, to have same basic service. [7:24:50 PM](#) Bundy talks about the 2 new services that are being proposed, curbside composting and cardboard pick up. 1st service you add is \$7.00 / month charge, 2nd service is \$2.45 / month additional. [7:27:02 PM](#) Bundy, discusses voluntary vs. mandatory, in year's past had issues with voluntary participation, had people dumping in others cans / dumpsters. [7:28:40 PM](#) Monthly rate comparison in other areas, Boise, Portland, Santa Barbara, Seattle, are more than what Hailey is considering. [7:30:21 PM](#) Bundy workshop focus on residential cardboard.

[7:30:57 PM](#) Mayor Burke asks for public comments.

[7:31:14 PM](#) Linnet, can we have 1 slide that has costs on continuing what we are doing now and other page, side by side comparison with proposed added services. This needs to be conveyed clearly to the public. Bundy refers to earlier slide.

[7:33:01 PM](#) public comments

Winn Weaver with Winn's Compost speaks, [7:33:12 PM](#) and asks what is the cost for composting? Bundy responds, yes this is an apples to apples comparison, all cities compared have organic composting cardboard and trash pick-up.

[7:34:21 PM](#) Winn continues, speaking, he worries that the bi-weekly pick up will stink, people can't keep food waste more than a week without it stinking. Needs to be more often picked up.

[7:35:39 PM](#) Steve Crosser on Aspen Drive in Hailey, been using the 32-gallon cart for years, a couple dollar increase is fine, but to pay \$23.45 for same size trash can, doesn't have cardboard. For his cost to increase, that is a lot of money for him to pay, hope that the \$23.45 is not mandatory. Slight raise is okay, but not \$14.

[7:37:55 PM](#) Elizabeth Jeffrey, like Crosser, she composts herself, don't have much cardboard. Remembers years ago we influenced price by cart size. "Frequent flyer tax for large trash can." Certainly, costs have increased in the past years. Suggests increasing each size the same percentage - seems best.

[7:39:56 PM](#) Martha Bibb on CD Olena comments, she also has the small trash can that is never full every week. Recognizes that costs have increased in 10 years, so okay with the cost, thinks the mandatory is the best way to go. Not clear on if you take it to the compactor if that is free? Burke, you won't be charged a fee when dropping off at the site but site maintenance would be included on each bill. Linnet clarifies, pay for the service but don't pay for dropping off at site.

[7:42:54 PM](#) Husbands, show costs again please. [7:44:31 PM](#) Horowitz comments, and staff has been discussing how do we know how many non-city residents are using the cardboard drop off site. Burke, the county gets good money for the cardboard, and we pay more, we lose.

[7:45:48 PM](#) Bundy, asked Mike Goitiandia, generally who uses dumpsters for cardboard, believes, delivery services, drop off there, people renting air bnbs, and closest neighborhoods to the site.

[7:47:32 PM](#) Rob Lonning Hailey resident, question about subsidies, interesting discussion, question for Bundy. So far, increase in cost for bins, if park-n-ride is closed, everything goes to curbside, everyone gets a bin for each item? Bundy, confirms, yes you would have 3 bins. Bundy asks, how will this impact commercial and multi-family living. Some businesses and apartments don't get recycling dumpsters because of mess and space constraints.

[7:51:23 PM](#) Dawson, answers Lonning's question, other cities have single stream recycling bin, trash bin and composting. Learned that Blaine County doesn't want to commingle cardboard, we would in fact have 4 bins. The only one that would be visible to driver would be the 18-gallon bin. Recycle is handled by hand, trash compost and cardboard would be handled by truck with automated arm. [7:54:26 PM](#) Bundy, green waste tipping fee is substantially less a 1/3 of solid waste dump fee.

[7:55:38 PM](#) Elizabeth Jeffrey speaks again, understands the rationale around keeping city site for cardboard recycling, suggests possibly working with county when they have a sustainability

director? And if we put anything on property, it consumes more energy, then we would need to add solar power to offset its impact.

[7:57:30 PM](#) Burke any more comments? Have we achieved our goals in recycling?

[7:58:05 PM](#) Thea, feels we should share cost with the county, it is clear that it is not just city using it. We have to negotiate with the county to share that cost, irresponsible to not do this. Burke adds, we know there is a market for cardboard, we should make sure we handle this well.

[7:59:40 PM](#) Linnet are we looking to keep this site for cardboard? Thea, leaning towards it, yes. Linnet leaning towards not having River Street spot, other communities have curbside pick-up. Burke would rather deal with cardboard rather than compost. [8:01:19 PM](#) Bundy; Portland, offers weekly composting pick-up and every 3 weeks trash pick-up.

[8:02:07 PM](#) Thea, we need to go back to incentivize small waste. Don't think it will be successful to have green waste every other week., we should care about doing this and have pick up every week.

Dawson, this may be a good time for Mike Goitiandia to weigh in. She suspects he would have to purchase more trucks. [8:03:20 PM](#)

[8:03:28 PM](#) Mike Goitiandia with Clear Creek, yes, Dawson, you are correct, spread capital costs across the board, can do compostable pick up weekly or cardboard every other week.

[8:04:27 PM](#) Horowitz, extra equipment is more stress on infrastructure and environment.

[8:05:04 PM](#) Linnet, sounds like this will be cost prohibitive for weekly composting.

[8:05:35 PM](#) Dawson, weekly compost and trash pick-up and every other week trash and recycle pick-up.

[8:06:01 PM](#) Martinez, want less trash more recycle pick-up. Thinks about people in Woodside, convenience of having the stuff lay around, cost percentage increase. We are in a position to treat people as customers, what they want and need. Appreciate people that are already composting, if think about this as a whole, work with the county, create solutions that are community minded, diversity minded, not fair that we tackle this alone.

Public comments:

[8:08:52 PM](#) Amanda in Hailey, as far as cost goes, if distributed differently, large bin largest cost, small bin, less increase, people can think of it as free to everyone. We have to move towards less garbage, less in bins. Need to incentivize people more with the pricing.

[8:10:36 PM](#) Thea, need educational push on this on why we are doing this, well informed to the public, so people will understand.

[8:11:40 PM](#) Burke, we cannot make this worse, think of families with kids in diapers, cannot postpone trash pick-up.

[8:12:08 PM](#) Husbands, when first negotiated this with county, purpose was to make efficiencies with other cities. Dawson, responds, county operates the recycling center and the solid waste district, takes the solid waste to Milner Butte. There is a recycling drop off at Ohio Gulch so people can drop off materials if they choose to do that. In Ketchum and Hailey, we instituted curbside trash pick-up, mandatory. Years later we added recycling. These franchise agreements are between the hauler and the City. [8:15:37 PM](#) the pricing you see is built on the economies of scale that both cities buy into this same program. Goitiandia confirms that yes that is right.

[8:16:40 PM](#) Husbands, concrete slab cost and the electricity to run the compactor, does the city just cover this cost? Dawson, everything the city pays for, all consumers pay for it. Concrete pad is one-time cost, electrical costs, assumed city will pay them and not pass forward to consumers. Bundy, no one has this cost yet.

[8:18:55 PM](#) Goitiandia, doesn't have exact amount of electricity cost that is used by the compactor, only used when button pushed to compact boxes by user, expect that this is small.

[8:19:48 PM](#) Husband, Ketchum has special dumpster? Bundy, no, they have the glass compactor, roll-off.

[8:21:16 PM](#) Dawson, our responsibility is only the hauling of the recycling of it. Compactor reduces the hauling cost.

[8:22:57 PM](#) Thea, are we still sure we need the community cardboard? Linnet is leaning on no, if curbside cardboard. Husbands, either one or the other, leaning towards the compactor. Martinez, don't think either one is great option, larger discussion to be had. Thea, is for curbside cardboard pick-up.

Burke; let's see where we end up in our next meeting.

NEW BUSINESS:

*NB 110 Motion to authorize a letter to State of Idaho expressing the City of Hailey's interest in purchasing property from the State of Idaho. The subject property is jointly owned by the City of Hailey and the Idaho National Guard Armory, and includes McKercher Park and the facility leased by Hailey Police Department from the Idaho National Guard Armory. **ACTION ITEM***

[8:25:59 PM](#) Burke, we don't have a price yet, received letter that they are interested in selling their ½ ownership. Thea, are we still looking to house the fire department there? Dawson, we evaluated that a few years ago, it was determined that it was not sufficient space to house all Fire department items there, not enough room.

[8:28:12 PM](#) Simms, open the door to the possibility to future, process required by law.

[8:28:34 PM](#) **Martinez moves to approve the Mayor's letter to be sent to the State, Husbands seconds. Motion passed with roll call vote, Husbands, yes. Martinez, yes. Thea, yes. Linnet, yes.**

NB 111 Discussion of conditional approval of music events planned by Luke Patrick Henry, including Road To Summer's End Concert Series on July 23-24, 2021 at Lions Park and Summer's End - The Draper Rendezvous on August 27-28, 2021 at Lions Park. Both events contemplate limited camping at Hop Porter Park. ACTION ITEM

[8:29:04 PM](#) summer's end moved to next meeting Simms

NB 112 Motion to consider Resolution 2021-____, initiating direct selection from the ITD Term Agreement list for Precision Engineering, for design of the Croy to Quigley Path and authorizing Public Works to develop contract documents for future presentation to City Council

[8:29:26 PM](#) Yeager speaks, we need to select an Engineer to work on this, in front of council, looking to negotiation with Precision Engineering asking for council's approve to move forward.

[8:30:10 PM](#) **Martinez move to approve Resolution 2021-031 initiating the direct selection for Precision Engineering on Croy to Quigley path, seconded by Thea. Motion passed with roll call vote, Husbands, yes. Thea, yes. Martinez, yes. Linnet, yes.**

OLD BUSINESS:

*OB 113 2nd Reading Idaho Power Franchise Ordinance No. *1278 by title only ACTION ITEM*

[8:31:32 PM](#) **Burke conducts 2nd Reading of Ordinance No. 1278, by title only.**

OB 114 2nd Reading Ordinance No. 1280, an Ordinance amending the Zoning and Subdivision Fees, establishing a new fee for the Application of Accessory Dwelling Units (ADUs) ACTION ITEM

[8:33:12 PM](#) **Burke conducts 2nd Reading of Ordinance No. 1280, by title only.**

OB 115 2nd Reading Ordinance No. 1281, amending to Title 13, Chapter 13.04, Section 13.04.140: Water and Wastewater Connection Fees, establishing a new fee for the connection of Accessory Dwelling Units ACTION ITEM

[8:33:55 PM](#) **Burke conducts 2nd Reading of Ordinance No. 1281, by title only.**

Staff Reports:

[8:34:35 PM](#) Horowitz the URA annual report in packet.

[8:34:47 PM](#) Yeager, hosting open house LHTAC open house after the next Council meeting.

[8:35:12 PM](#) Thea, love to consider adopting a Resolution supporting Mike Simpson's Clean Energy Act.

[8:35:36 PM](#) **Martinez moves to adjourn, Linnet seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE 04/12/2021 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of March 2021 that are set to be paid by contract for April 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.
3. Open invoice report and check register report printed for council review at city council meeting.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review reports, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

Report Criteria:

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

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
03/25/2021	PC	04/01/2021	492	AMBRIZ, JOSE L	7023	1,705.54-
03/25/2021	PC	04/01/2021	496	SHOTSWELL, DAVE O	7044	1,523.63-
03/25/2021	PC	04/01/2021	481	ARELLANO, NANCY	8005	1,385.80-
03/25/2021	PC	04/01/2021	423	CONE, MARY M HILL	8009	1,475.23-
03/25/2021	PC	04/01/2021	473	LEOS, CHRISTINA M	8012	1,680.13-
03/25/2021	PC	04/01/2021	426	STOKES, BECKY	8013	1,772.75-
03/25/2021	PC	04/01/2021	424	DAWSON, HEATHER M	8014	2,365.59-
03/25/2021	PC	04/01/2021	430	HOROWITZ, LISA	8049	1,915.82-
03/25/2021	PC	04/01/2021	428	DAVIS, ROBYN K	8060	1,062.44-
03/25/2021	PC	04/01/2021	463	MILLS, CAITLYN A	8061	1,066.09-
03/25/2021	PC	04/01/2021	465	COOK, STEPHANIE N	8063	1,537.31-
03/25/2021	PC	04/01/2021	499	HOLTZEN, KURTIS L	8072	1,526.09-
03/25/2021	PC	04/01/2021	451	BURKE, MARTHA E	8074	1,619.79-
03/25/2021	PC	04/01/2021	485	DOMKE, RODNEY F	8097	1,362.98-
03/25/2021	PC	04/01/2021	427	BUNDY, REBECCA F	8098	1,006.06-
03/25/2021	PC	04/01/2021	464	PRIMROSE, LAURA A	8102	923.82-
03/25/2021	PC	04/01/2021	484	DAHLE, WILLIS E	8104	587.83-
03/25/2021	PC	04/01/2021	455	THEA, KAREN J	8106	624.11-
03/25/2021	PC	04/01/2021	483	YEAGER, BRIAN D	8107	1,951.74-
03/25/2021	PC	04/01/2021	479	WALLACE, SHAWNA R	8108	1,772.03-
03/25/2021	PC	04/01/2021	431	PARKER, JESSICA L	8111	1,257.77-
03/25/2021	PC	04/01/2021	461	GRIGSBY, MICHAL J	8114	830.98-
03/25/2021	PC	04/01/2021	466	LAPOINTE, JAMES M	8116	1,060.19-
03/25/2021	PC	04/01/2021	472	LATIMER, JOSHUA L	8120	1,837.79-
03/25/2021	PC	04/01/2021	460	FLETCHER, KRISTIN M	8122	1,025.38-
03/25/2021	PC	04/01/2021	471	ENGLAND, STEVE J	8143	2,553.57-
03/25/2021	PC	04/01/2021	474	LUNA, JOSE	8145	1,672.24-
03/25/2021	PC	04/01/2021	469	COX, CHARLES F	8161	2,268.95-
03/25/2021	PC	04/01/2021	476	PECK, TODD D	8167	1,928.84-
03/25/2021	PC	04/01/2021	475	PALLAS, MARTIN L	8169	1,326.57-
03/25/2021	PC	04/01/2021	490	THOMPSON, WYATT F	8172	1,153.74-
03/25/2021	PC	04/01/2021	488	NEUMANN, DANIEL L	8173	1,301.35-
03/25/2021	PC	04/01/2021	500	MOATS, ZAKARY S	8174	1,132.94-
03/25/2021	PC	04/01/2021	467	BAIRD, JACY DAVE	8183	1,797.29-
03/25/2021	PC	04/01/2021	437	ERVIN, CHRISTIAN C	8185	1,402.50-
03/25/2021	PC	04/01/2021	459	FLAHERTY, MEAGHAN N	8191	654.08-
03/25/2021	PC	04/01/2021	457	DeKLOTZ, ELISE	8200	557.21-
03/25/2021	PC	04/01/2021	501	SAVAGE, JAMES L	8204	1,234.21-
03/25/2021	PC	04/01/2021	421	ARNOLD, JANA D.	8206	309.57-
03/25/2021	PC	04/01/2021	425	POMERLEAU, JENNIFER	8207	1,100.76-
03/25/2021	PC	04/01/2021	422	CARRILLO-SALAS, DALIA	8209	1,109.62-
03/25/2021	PC	04/01/2021	478	TUCKER, ANDREW	8211	1,593.49-
03/25/2021	PC	04/01/2021	470	DAVIS, BRYAN L	8212	1,550.75-
03/25/2021	PC	04/01/2021	468	CERVANTES, GUSTAVO	8215	1,570.49-
03/25/2021	PC	04/01/2021	498	BALIS, MARVIN C	8225	1,734.20-
03/25/2021	PC	04/01/2021	489	SCHWARZ, STEPHEN K	8226	2,201.65-
03/25/2021	PC	04/01/2021	491	WEST III, KINGSTON R	8234	1,294.84-
03/25/2021	PC	04/01/2021	487	JOHNSTON, JAIMEY P	8243	1,512.24-
03/25/2021	PC	04/01/2021	482	MARES, MARIA C	8251	982.85-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
03/25/2021	PC	04/01/2021	456	CROTTY, JOSHUA M	8283	1,007.03-
03/25/2021	PC	04/01/2021	493	ELLSWORTH, BRYSON D	8285	1,479.71-
03/25/2021	PC	04/01/2021	497	BALDWIN, MERRITT JAM	8286	1,221.47-
03/25/2021	PC	04/01/2021	462	HARDING, CHARLOTTE E	8293	27.70-
03/25/2021	PC	04/01/2021	453	LINNET, SAMUEL L	8300	678.37-
03/25/2021	PC	04/01/2021	454	MARTINEZ, JUAN F	8301	678.11-
03/25/2021	PC	04/01/2021	452	HUSBANDS, HEIDI	8302	24.11-
03/25/2021	PC	04/01/2021	429	HAMILTON, COURTNEY	8400	102.48-
03/25/2021	PC	04/01/2021	495	PARKER, MICHAEL J	8506	1,220.02-
03/25/2021	PC	04/01/2021	438	HOOVER, JAMES T	9002	447.59-
03/25/2021	PC	04/01/2021	434	BOATMAN, MICHAEL L	9006	160.13-
03/25/2021	PC	04/01/2021	440	LOHRKE, CONNOR W	9008	103.44-
03/25/2021	PC	04/01/2021	442	MURPHY, JOSHUA Z	9011	168.36-
03/25/2021	PC	04/01/2021	447	STOCKING, WINDI G	9023	586.73-
03/25/2021	PC	04/01/2021	448	STOESZ, CHAD G	9030	154.68-
03/25/2021	PC	04/01/2021	441	MILEY, SCOTT A	9034	182.85-
03/25/2021	PC	04/01/2021	435	DAHLEN, LUKE K	9041	144.07-
03/25/2021	PC	04/01/2021	433	BALEDGE, MICHAEL S	9054	2,158.59-
03/25/2021	PC	04/01/2021	432	AVILA, JOSE	9108	38.09-
03/25/2021	PC	04/01/2021	443	PALLAS, MARTIN L	9111	278.64-
03/25/2021	PC	04/01/2021	449	VINCENT, BRIAN A	9113	180.08-
03/25/2021	PC	04/01/2021	446	RINEHART, CADEN J	9115	494.73-
03/25/2021	PC	04/01/2021	450	YEAGER, KAITLYN R	9117	193.89-
03/25/2021	PC	04/01/2021	444	PERE, RIKA M	9119	186.09-
03/25/2021	PC	04/01/2021	436	DITMORE, KEVIN D	9145	1,280.47-
03/25/2021	PC	04/01/2021	486	GILTNER, JOE R	1008065	1,239.15-
03/25/2021	PC	04/01/2021	477	SHELAMER, MICHAEL S	1008163	1,767.95-
03/25/2021	PC	04/01/2021	458	DREWIEN, LYNETTE M	1008271	1,460.33-
03/25/2021	PC	04/01/2021	480	WARD, CASEY R	1008287	1,685.77-
03/25/2021	PC	04/01/2021	439	LARNA, JARED K	1009040	144.07-
03/25/2021	PC	04/01/2021	445	RAINEY, PHILLIP R.	1009068	170.85-
03/25/2021	PC	04/01/2021	494	HOLYOAK, STEVEN R	8036	1,719.92-
03/25/2021	CDPT	04/01/2021	40121	AFLAC	1	392.68-
03/25/2021	CDPT	04/01/2021	40121	AFLAC	1	168.78-
03/25/2021	CDPT	04/01/2021	40122	DELTA DENTAL PLAN OF	2	651.71-
03/25/2021	CDPT	04/01/2021	40122	DELTA DENTAL PLAN OF	2	101.38-
03/25/2021	CDPT	04/01/2021	40125	REGENCE BLUE SHIELD	3	2,453.45-
03/25/2021	CDPT	04/01/2021	40124	NCBERS GROUP LIFE IN	6	120.00-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	6,072.67-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	10,126.83-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	3,687.49-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	5,139.86-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	5,663.08-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	186.00-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	431.38-
03/25/2021	CDPT	04/01/2021	2202215	PERSI	7	42.31-
03/25/2021	CDPT	04/01/2021	2202214	MOUNTAIN WEST BANK	8	8,003.35-
03/25/2021	CDPT	04/01/2021	2202214	MOUNTAIN WEST BANK	8	8,003.35-
03/25/2021	CDPT	04/01/2021	2202214	MOUNTAIN WEST BANK	8	1,871.81-
03/25/2021	CDPT	04/01/2021	2202214	MOUNTAIN WEST BANK	8	1,871.81-
03/25/2021	CDPT	04/01/2021	2202214	MOUNTAIN WEST BANK	8	9,530.00-
03/25/2021	CDPT	04/01/2021	40123	IDAHO STATE TAX COMM	9	3,289.00-
03/25/2021	CDPT	04/01/2021	2202214	A.W. REHN & ASSOCIATE	21	969.41-
03/25/2021	CDPT	04/01/2021	40126	VSP	26	105.56-
03/25/2021	CDPT	04/01/2021	40126	VSP	26	18.86-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
Grand Totals:			104			159,107.08-

Report Criteria:

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4683 8X8 INC											
296906	1	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	76.13	76.13	100-15-41713		421	1
296906	2	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	76.13	76.13	200-15-41713		421	1
296906	3	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	76.13	76.13	210-15-41713		421	1
296906	4	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	114.19	114.19	100-20-41713		421	1
296906	5	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	19.04	19.04	100-42-41713		421	1
296906	6	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	19.04	19.04	200-42-41713		421	1
296906	7	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	19.03	19.03	210-42-41713		421	1
296906	8	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	228.38	228.38	210-70-41713		421	1
296906	9	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	114.19	114.19	200-60-41713		421	1
296906	10	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	114.19	114.19	100-55-41713		421	1
296906	11	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	342.57	342.57	100-45-41713		421	1
296906	12	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	28.55	28.55	100-50-41713		421	1
296906	13	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	256.81	256.81	100-25-41713		421	1
296906	14	#2969061 Phone service fees for April 2021, usage fe	Invoice	04/01/2021	04/12/2021	85.73	85.73	100-40-41713		421	1
Total 4683 8X8 INC:						1,570.11	1,570.11				
1913 AMAZON CAPITAL SERVICES											
1DH6-7	1	1DH6-7WFG-QCPH YSD Storytime supplies	Invoice	04/01/2021	04/12/2021	93.79	93.79	100-45-41215		421	1
Total 1913 AMAZON CAPITAL SERVICES:						93.79	93.79				
247 AMBRIZ, JOSE											
457153	1	45715366 JOSE - LICENSE RENEWAL	Invoice	03/23/2021	04/12/2021	30.00	30.00	210-70-41723		421	1
Total 247 AMBRIZ, JOSE:						30.00	30.00				
2918 ARAMARK UNIFORM & CAREER APPAREL GROUP											
240093	1	2400931524 UNIFORMS SERVICE WW	Invoice	03/04/2021	04/12/2021	229.83	229.83	210-70-41703		421	1
240093	1	2400933244 UNIFORMS SERVICE WW	Invoice	03/11/2021	04/12/2021	166.61	166.61	210-70-41703		421	1
240093	1	2400934950 UNIFORMS SERVICE WW	Invoice	03/18/2021	04/12/2021	229.83	229.83	210-70-41703		421	1
240093	1	2400936690 UNIFORMS SERVICE WW	Invoice	03/25/2021	04/12/2021	166.61	166.61	210-70-41703		421	1
Total 2918 ARAMARK UNIFORM & CAREER APPAREL GROUP:						792.88	792.88				
5143 BLAINE COUNTY DISPATCH											
FY21 3	1	3rd Quarter payment FY 2021 Fire	Invoice	12/15/2020	04/12/2021	8,736.63	8,736.63	100-55-41741		421	1
FY21 3	2	3rd Quarter payment FY 2021 Police	Invoice	12/15/2020	04/12/2021	26,209.87	26,209.87	100-25-41741		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 5143 BLAINE COUNTY DISPATCH:						34,946.50	34,946.50				
6408 BROYLES LLC											
AR CR	1	AR CREDIT REFUND	Invoice	04/05/2021	04/12/2021	86.60	86.60	100-00-15110		421	1
Total 6408 BROYLES LLC:						86.60	86.60				
6056 CENTURY LINK											
03/22/2	1	9814 260B	Invoice	03/22/2021	04/12/2021	81.77	81.77	100-15-41713		421	1
03/22/2	2	9814 260B	Invoice	03/22/2021	04/12/2021	81.77	81.77	200-15-41713		421	1
03/22/2	3	9814 260B	Invoice	03/22/2021	04/12/2021	81.77	81.77	210-15-41713		421	1
03/22/2	4	9814 260B	Invoice	03/22/2021	04/12/2021	81.77	81.77	100-20-41713		421	1
03/22/2	5	9814 260B	Invoice	03/22/2021	04/12/2021	81.77	81.77	100-25-41713		421	1
03/22/2	6	9814 260B- 33.33%	Invoice	03/22/2021	04/12/2021	27.25	27.25	100-42-41713		421	1
03/22/2	7	9814 260B- 33.33%	Invoice	03/22/2021	04/12/2021	27.25	27.25	200-42-41713		421	1
03/22/2	8	9814 260B- 33.33%	Invoice	03/22/2021	04/12/2021	27.26	27.26	210-42-41713		421	1
03/22/2	9	2211-125b treatment plant	Invoice	03/22/2021	04/12/2021	57.72	57.72	210-70-41713		421	1
03/22/2	10	2211-125B Water Dept	Invoice	03/22/2021	04/12/2021	57.72	57.72	200-60-41713		421	1
03/22/2	11	3147 220B HFD	Invoice	03/22/2021	04/12/2021	74.20	74.20	100-55-41713		421	1
03/22/2	12	6566 569B Police Dept	Invoice	03/22/2021	04/12/2021	57.72	57.72	100-25-41713		421	1
03/22/2	13	5965-737B STREET SHOP	Invoice	03/22/2021	04/12/2021	62.34	62.34	100-40-41713		421	1
Total 6056 CENTURY LINK:						800.31	800.31				
670 CITY OF HAILEY W&S DEPT											
MARC	1	CITY OF HAILEY STREET SHOP	Invoice	03/31/2021	04/12/2021	519.34	519.34	100-40-41717		421	1
MARC	2	CITY OF HAILEY INTER CENTER	Invoice	03/31/2021	04/12/2021	41.45	41.45	100-10-41717		421	1
MARC	3	CITY OF HAILEY RODEO FROST	Invoice	03/31/2021	04/12/2021	10.94	10.94	100-50-41617		421	1
MARC	4	CITY OF HAILEY RODEO PARK	Invoice	03/31/2021	04/12/2021	27.61	27.61	100-50-41617		421	1
MARC	5	CITY OF HAILEY CITY HALL	Invoice	03/31/2021	04/12/2021	89.07	89.07	100-42-41717		421	1
MARC	6	CITY OF HAILEY CITY HALL	Invoice	03/31/2021	04/12/2021	89.07	89.07	200-42-41717		421	1
MARC	7	CITY OF HAILEY CITY HALL	Invoice	03/31/2021	04/12/2021	89.07	89.07	210-42-41717		421	1
MARC	8	CITY OF HAILEY POLICE DEPT	Invoice	03/31/2021	04/12/2021	72.07	72.07	100-25-41717		421	1
MARC	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	03/31/2021	04/12/2021	50.08	50.08	100-55-41717		421	1
MARC	10	CITY OF HAILEY TREATMENT PL	Invoice	03/31/2021	04/12/2021	71.84	71.84	200-60-41717		421	1
MARC	11	CITY OF HAILEY TREATMENT PL	Invoice	03/31/2021	04/12/2021	71.84	71.84	210-70-41717		421	1
MARC	12	CITY PARKING LOT- IRRIGATION	Invoice	03/31/2021	04/12/2021	410.77	410.77	100-50-41717		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 670 CITY OF HAILEY W&S DEPT :						1,543.15	1,543.15				
2954 CLEAR CREEK DISPOSAL -PARKS											
000140	1	0001404368 PORTABLE RESTROOM SKATE PARK	Invoice	03/26/2021	04/12/2021	94.61	94.61	100-50-41313		421	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						94.61	94.61				
22457 CLEAR CREEK DISPOSAL, INC.											
MARC	1	FRANCHISE FEE MARCH 2021	Invoice	04/02/2021	04/12/2021	112,357.48	112,357.48	100-00-20515		421	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						112,357.48	112,357.48				
6189 COLORADO FIRECAMP INC											
21-368	1	Fire training for Kevin Ditmore	Invoice	04/11/2021	04/12/2021	575.00	575.00	100-55-41723		421	1
Total 6189 COLORADO FIRECAMP INC:						575.00	575.00				
893 CONCRETE CONSTRUCTION SUPPLY											
S36179	1	S36179 MARKING PAINT WW	Invoice	03/23/2021	04/12/2021	153.00	153.00	210-70-41423		421	1
Total 893 CONCRETE CONSTRUCTION SUPPLY:						153.00	153.00				
337 COPY & PRINT LLC											
106301	1	106301 YSD Laminated Poster	Invoice	03/25/2021	04/12/2021	18.99	18.99	100-45-41215		421	1
Total 337 COPY & PRINT LLC:						18.99	18.99				
972 COX COMMUNICATIONS											
03/18/2	1	001 2401 038676401 WATER	Invoice	03/18/2021	04/12/2021	55.20	55.20	200-60-41713		421	1
03/18/2	2	0012401 038676401 WASTEWATER	Invoice	03/18/2021	04/12/2021	55.20	55.20	210-70-41713		421	1
04/01/2	1	001 2401 200477401 MAIN 33%	Invoice	04/01/2021	04/12/2021	25.20	25.20	100-42-41713		421	1
04/01/2	2	001 2401 200477401 MAIN 33%	Invoice	04/01/2021	04/12/2021	25.20	25.20	200-42-41713		421	1
04/01/2	3	001 2401 200477401 MAIN 33%	Invoice	04/01/2021	04/12/2021	25.20	25.20	210-42-41713		421	1
04/01/2	4	027815002 Library	Invoice	04/01/2021	04/12/2021	138.60	138.60	100-45-41713		421	1
04/01/2	5	027815002 Library e-rate discount	Invoice	04/01/2021	04/12/2021	83.16-	83.16-	100-45-41713		421	1
04/01/2	6	0205236602 STREET	Invoice	04/01/2021	04/12/2021	118.70	118.70	100-40-41713		421	1
04/01/2	7	039605901 HPD	Invoice	04/01/2021	04/12/2021	232.99	232.99	100-25-41713		421	1
04/01/2	8	035971201 WELCOME CTR	Invoice	04/01/2021	04/12/2021	79.00	79.00	100-10-41717		421	1
04/01/2	9	205095301 HFD	Invoice	04/01/2021	04/12/2021	69.00	69.00	100-55-41717		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
04/01/2	10	001 2401 200477401 Library	Invoice	04/01/2021	04/12/2021	113.40	113.40	100-45-41713		421	1
Total 972 COX COMMUNICATIONS:						854.53	854.53				
663 D&B SUPPLY											
22266	1	#22266 WORK BOOTS - MOATS	Invoice	03/19/2021	04/12/2021	144.99	144.99	200-60-41703		421	1
Total 663 D&B SUPPLY :						144.99	144.99				
6407 DANNER, STEPHAN											
TENAN	1	TENANT REFUND CR	Invoice	04/05/2021	04/12/2021	150.00	150.00	200-00-20314		421	1
Total 6407 DANNER, STEPHAN:						150.00	150.00				
4655 DITMORE, KEVIN											
4TRAV	1	Traveling expenses per diem for Colorado Firecamp T	Invoice	04/05/2021	04/12/2021	133.00	133.00	100-55-41724		421	1
Total 4655 DITMORE, KEVIN:						133.00	133.00				
304 DIVISION OF BUILDING SAFETY											
MARC	1	PERMIT & FEES MARCH 2021	Invoice	04/02/2021	04/12/2021	10,526.88	10,526.88	100-00-20325		421	1
Total 304 DIVISION OF BUILDING SAFETY :						10,526.88	10,526.88				
4895 ELECTRICAL WHOLESALE											
S50438	1	S5043853.001 SQD ATV930 WW	Invoice	04/02/2021	04/12/2021	8,400.00	8,400.00	210-70-41401		421	1
S50438	1	S5043853.003 SQD ATV930 WW	Invoice	04/02/2021	04/12/2021	8,400.00	8,400.00	210-70-41401		421	1
S50438	1	S5043853.005 SQD ATV930 WW	Invoice	04/02/2021	04/12/2021	8,400.00	8,400.00	210-70-41401		421	1
Total 4895 ELECTRICAL WHOLESALE:						25,200.00	25,200.00				
3094 ENERGY LABORATORIES, INC.											
380481	1	380481 LAB TESTING WW	Invoice	03/15/2021	04/12/2021	67.00	67.00	210-70-41795		421	1
382174	1	382174 QUATERLY LAB TESTING WW	Invoice	03/22/2021	04/12/2021	322.00	322.00	210-70-41795		421	1
Total 3094 ENERGY LABORATORIES, INC.:						389.00	389.00				
2628 FASTENAL COMPANY											
IDJER9	1	IDJER95809 FILTER PANELS	Invoice	03/18/2021	04/12/2021	98.99	98.99	210-70-41413		421	1
IDJER9	1	#IDJER95929 BLUE MARKING PAINT	Invoice	03/25/2021	04/12/2021	80.15	80.15	200-60-41403		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 2628 FASTENAL COMPANY:						179.14	179.14				
1464 FISHER'S FINANCE INC											
289869	1	28986912 Copier Contract 2/20-3/19/2021	Invoice	03/22/2021	04/12/2021	305.53	305.53	100-45-41323		421	1
Total 1464 FISHER'S FINANCE INC:						305.53	305.53				
6409 FLORES, ALFREDO											
CR RE	1	CR. REF - 1721 BRIARWOOD DR	Invoice	04/05/2021	04/12/2021	26.95	26.95	100-00-15110		421	1
Total 6409 FLORES, ALFREDO:						26.95	26.95				
369 GEM STATE WELDERS SUPPLY INC.											
200468	1	200468 TANK RENAL FEES WW	Invoice	03/31/2021	04/12/2021	48.36	48.36	210-70-41421		421	1
E26494	1	E264941 CYLINDER FUEL WW	Invoice	03/04/2021	04/12/2021	72.77	72.77	210-70-41421		421	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						121.13	121.13				
5563 GIANNETTINO, SUSAN											
02/10/2	1	purchase used outdoor space heater for city hall back	Invoice	02/10/2021	04/12/2021	58.33	58.33	100-15-41215	20.15.0001.1	421	1
02/10/2	2	purchase used outdoor space heater for city hall back	Invoice	02/10/2021	04/12/2021	58.33	58.33	200-15-41215	20.15.0001.1	421	1
02/10/2	3	purchase used outdoor space heater for city hall back	Invoice	02/10/2021	04/12/2021	58.34	58.34	210-15-41215	20.15.0001.1	421	1
Total 5563 GIANNETTINO, SUSAN:						175.00	175.00				
5562 GOVERNMENT FINANCE OFFICERS ASSOC											
212728	1	Becky Stokes - City Treasurer Membership 5/2021 to	Invoice	03/30/2021	04/12/2021	56.67	56.67	100-15-41711		421	1
212728	2	Becky Stokes - City Treasurer Membership 5/2021 to	Invoice	03/30/2021	04/12/2021	56.67	56.67	200-15-41711		421	1
212728	3	Becky Stokes - City Treasurer Membership 5/2021 to	Invoice	03/30/2021	04/12/2021	56.66	56.66	210-15-41711		421	1
Total 5562 GOVERNMENT FINANCE OFFICERS ASSOC:						170.00	170.00				
6411 HARPER, DENNIS											
CR RE	1	CR. REF - 1011 ANTLER DR	Invoice	04/07/2021	04/12/2021	82.46	82.46	100-00-15110		421	1
Total 6411 HARPER, DENNIS:						82.46	82.46				
671 IDAHO LUMBER & HARDWARE											
857039	1	#857039 BACKUP BATTERY	Invoice	03/31/2021	04/12/2021	4.99	4.99	200-60-41401		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
857092	1	Inv # 857092 (3) OSB pannel	Invoice	04/01/2021	04/12/2021	172.99	172.99	100-55-41217		421	1
857327	1	857327 GOO GONE, GRAFFITI REMOVER	Invoice	04/02/2021	04/12/2021	19.98	19.98	100-50-41403		421	1
Total 671 IDAHO LUMBER & HARDWARE:						197.96	197.96				
400 IDAHO MOUNTAIN EXPRESS											
03/31/2	1	March 3,5,10,12 Job Ads for Parks and WW	Invoice	03/31/2021	04/12/2021	267.60	267.60	100-50-41319		421	1
03/31/2	2	March 3,5,10,12 Job Ads for Parks and WW	Invoice	03/31/2021	04/12/2021	267.60	267.60	210-70-41319		421	1
03/31/2	3	03/03, 03/31 - Greenway Master Plan Workshops	Invoice	03/31/2021	04/12/2021	573.44	573.44	100-20-41319		421	1
03/31/2	4	3/03 - CC Zoning & Subdivision Fees	Invoice	03/31/2021	04/12/2021	56.74	56.74	100-20-41319		421	1
03/31/2	5	3/03 - CC WW Connection Fees	Invoice	03/31/2021	04/12/2021	56.75	56.75	210-70-41319		421	1
03/31/2	6	3/03 - CC Water Connection Fees	Invoice	03/31/2021	04/12/2021	56.75	56.75	200-60-41319		421	1
03/31/2	7	3/03 - Invitation to Bid - WW Generator	Invoice	03/31/2021	04/12/2021	268.80	268.80	210-70-41319		421	1
03/31/2	8	03/03 - HAHPC Commissioners	Invoice	03/31/2021	04/12/2021	27.60	27.60	100-20-41319		421	1
03/31/2	9	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	100-15-41319		421	1
03/31/2	10	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	200-15-41319		421	1
03/31/2	11	03/03 - Proposed Ord. Idaho Power Rubbish Franchi	Invoice	03/31/2021	04/12/2021	172.96	172.96	210-15-41319		421	1
03/31/2	12	03/08 - P&Z Fee Schedule	Invoice	03/31/2021	04/12/2021	303.68	303.68	100-20-41319		421	1
03/31/2	13	Ord. 1276 - Street Light & Pole Design	Invoice	03/31/2021	04/12/2021	264.17	264.17	100-20-41319		421	1
03/31/2	14	3/29 - CC Blaine County/Hailey area of City Impact A	Invoice	03/31/2021	04/12/2021	36.80	36.80	100-20-41319		421	1
03/31/2	15	3/10 - Kearns Lot line Adj.	Invoice	03/31/2021	04/12/2021	86.40	86.40	100-20-41319		421	1
03/31/2	17	03/17 - Proposed Ord. CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.45	163.45	100-15-41319		421	1
03/31/2	18	03/17 - Proposed Ord.CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.45	163.45	200-15-41319		421	1
03/31/2	19	03/17 - Proposed Ord. CC Rubbish Franchise Ad	Invoice	03/31/2021	04/12/2021	163.46	163.46	210-15-41319		421	1
03/31/2	20	4/05 - Quartz Properties/Galena Engineering Preli. Pl	Invoice	03/31/2021	04/12/2021	71.76	71.76	100-20-41319		421	1
03/31/2	21	3/24 - 4/9 - Bothwell Lot Line Adj.	Invoice	03/31/2021	04/12/2021	99.36	99.36	100-20-41319		421	1
03/31/2	22	3/17 & 24 - Ad for HAHPC Board Memb. Appt.	Invoice	03/31/2021	04/12/2021	53.48	53.48	100-20-41319		421	1
03/31/2	23	4/12 - CC Marathon Partners LLC Lot line Adj.	Invoice	03/31/2021	04/12/2021	42.32	42.32	100-20-41319		421	1
03/31/2	24	4/19 - Hailey Airport Inn Design Review	Invoice	03/31/2021	04/12/2021	87.40	87.40	100-20-41319		421	1
03/31/2	25	4/19 - Development Impact Fee	Invoice	03/31/2021	04/12/2021	39.56	39.56	100-20-41319		421	1
Total 400 IDAHO MOUNTAIN EXPRESS:						3,669.45	3,669.45				
22433 IDAHO POWER											
04/12/2	1	IP Acct#2204837906 STREET	Invoice	04/12/2021	04/12/2021	1,741.47	1,741.47	100-40-41715		421	1
04/12/2	2	IP Acct#2205094259 PARK	Invoice	04/12/2021	04/12/2021	173.78	173.78	100-50-41717		421	1
04/12/2	3	IP Acct#2205094259 Rodeo	Invoice	04/12/2021	04/12/2021	721.22	721.22	100-50-41617		421	1
04/12/2	4	IP Acct#2205094259 ICE RINK/SKATE	Invoice	04/12/2021	04/12/2021	22.52	22.52	100-50-41617		421	1
04/12/2	5	IP Acct#2205094259 INTERP	Invoice	04/12/2021	04/12/2021	414.93	414.93	100-10-41717		421	1
04/12/2	6	IP Acct#22062003362 Water	Invoice	04/12/2021	04/12/2021	3,765.75	3,765.75	200-60-41717		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
04/12/2	7	IP Acct#2206105138 STREET	Invoice	04/12/2021	04/12/2021	68.68	68.68	100-40-41715		421	1
04/12/2	8	IP Acct#2220558932 LIONS/11 CROY CREEK	Invoice	04/12/2021	04/12/2021	16.50	16.50	100-40-41717		421	1
Total 22433 IDAHO POWER:						6,924.85	6,924.85				
138 IDAHO RURAL WATER ASSOC.											
E14690	1	E14690-664886 LAND APP WATER REUSE TRAINI	Invoice	04/07/2021	04/12/2021	120.00	120.00	210-70-41723		421	1
Total 138 IDAHO RURAL WATER ASSOC. :						120.00	120.00				
849 IDAHO STATE TAX COMMISSION											
1/01/20	1	1/01/2021 - 3/31/2021 STATE SALES & USE TAX R	Invoice	04/05/2021	04/12/2021	463.82	463.82	100-00-20317		421	1
Total 849 IDAHO STATE TAX COMMISSION :						463.82	463.82				
612 INGRAM BOOK COMPANY											
422975	1	Credit Memo 42297585 2.9.21	Invoice	02/09/2021	04/12/2021	2.93-	2.93-	100-45-41535		421	1
503289	1	REF 50328961 Unapplied Cash - Refund	Invoice	02/26/2021	04/12/2021	20.48-	20.48-	100-45-41535		421	1
519598	1	51959817 - Library Materials	Invoice	03/17/2021	04/12/2021	28.00	28.00	100-45-41549	20.45.0009.1	421	1
519859	1	51985983 - Library Materials	Invoice	03/18/2021	04/12/2021	15.65	15.65	100-45-41549	20.45.0009.1	421	1
519859	1	51985984 - Library Materials	Invoice	03/18/2021	04/12/2021	16.79	16.79	100-45-41549	20.45.0009.1	421	1
519859	1	51985985 - Library Materials	Invoice	03/18/2021	04/12/2021	7.83	7.83	100-45-41549	20.45.0009.1	421	1
519859	1	51985986 - Library Materials	Invoice	03/18/2021	04/12/2021	33.11	33.11	100-45-41549	20.45.0009.1	421	1
519859	1	51985987 - Library Materials	Invoice	03/18/2021	04/12/2021	10.63	10.63	100-45-41549	20.45.0009.1	421	1
519859	1	51985988 - Library Materials	Invoice	03/18/2021	04/12/2021	5.03	5.03	100-45-41549	20.45.0009.1	421	1
521115	1	52111527 - Library Materials	Invoice	03/25/2021	04/12/2021	45.91	45.91	100-45-41549	20.45.0009.1	421	1
521115	1	52111528 - Library Materials	Invoice	03/25/2021	04/12/2021	16.80	16.80	100-45-41549	20.45.0009.1	421	1
521115	1	52111529 - Library Materials	Invoice	03/25/2021	04/12/2021	34.72	34.72	100-45-41549	20.45.0009.1	421	1
521115	1	52111530 - Library Materials	Invoice	03/25/2021	04/12/2021	100.14	100.14	100-45-41549	20.45.0009.1	421	1
521115	1	52111531 - Library Materials	Invoice	03/25/2021	04/12/2021	12.87	12.87	100-45-41549	20.45.0009.1	421	1
521115	1	52111532 - Library Materials	Invoice	03/25/2021	04/12/2021	19.58	19.58	100-45-41549	20.45.0009.1	421	1
521115	1	52111533 - Library Materials	Invoice	03/25/2021	04/12/2021	30.20	30.20	100-45-41549	20.45.0009.1	421	1
521115	1	52111534 - Library Materials	Invoice	03/25/2021	04/12/2021	8.39	8.39	100-45-41549	20.45.0009.1	421	1
521115	1	52111535 - Library Materials	Invoice	03/25/2021	04/12/2021	31.44	31.44	100-45-41549	20.45.0009.1	421	1
521115	1	52111536 - Library Materials	Invoice	03/25/2021	04/12/2021	15.68	15.68	100-45-41549	20.45.0009.1	421	1
521378	1	52137818 - Library Materials	Invoice	03/28/2021	04/12/2021	15.08	15.08	100-45-41549	20.45.0009.1	421	1
521582	1	52158291 - Library Materials	Invoice	03/29/2021	04/12/2021	62.64	62.64	100-45-41549	20.45.0009.1	421	1
521582	1	52158292 - Library Materials	Invoice	03/29/2021	04/12/2021	147.53	147.53	100-45-41549	20.45.0009.1	421	1
521582	1	52158293 - Library Materials	Invoice	03/29/2021	04/12/2021	15.12	15.12	100-45-41549	20.45.0009.1	421	1
521582	1	52158294 - Library Materials	Invoice	03/29/2021	04/12/2021	15.68	15.68	100-45-41549	20.45.0009.1	421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
521582	1	52158295 - Library Materials	Invoice	03/29/2021	04/12/2021	66.11	66.11	100-45-41549	20.45.0009.1	421	1
521582	1	52158296 - Library Materials	Invoice	03/29/2021	04/12/2021	23.47	23.47	100-45-41549	20.45.0009.1	421	1
521582	1	52158297 - Library Materials	Invoice	03/29/2021	04/12/2021	21.22	21.22	100-45-41535	20.45.0009.1	421	1
521582	1	52158298 - Library Materials	Invoice	03/29/2021	04/12/2021	14.55	14.55	100-45-41549	20.45.0009.1	421	1
521582	1	52158299 - Library Materials	Invoice	03/29/2021	04/12/2021	36.32	36.32	100-45-41549	20.45.0009.1	421	1
521583	1	52158300 - Library Materials	Invoice	03/29/2021	04/12/2021	14.56	14.56	100-45-41549	20.45.0009.1	421	1
521583	1	52158301 - Library Materials	Invoice	03/29/2021	04/12/2021	108.60	108.60	100-45-41549	20.45.0009.1	421	1
521813	1	52182327 - Library Materials	Invoice	03/30/2021	04/12/2021	16.57	16.57	100-45-41549	20.45.0009.1	421	1
Total 612 INGRAM BOOK COMPANY:						966.81	966.81				
229 INTEGRATED TECHNOLOGIES											
162787	1	Invoice# 162787	Invoice	03/26/2021	04/12/2021	461.56	461.56	100-20-41323		421	1
163089	1	Contract Invoice 163089 Xerox/6605	Invoice	03/30/2021	04/12/2021	57.08	57.08	100-55-41711		421	1
Total 229 INTEGRATED TECHNOLOGIES:						518.64	518.64				
384 INTERMOUNTAIN GAS COMPANY											
03/24/2	1	meter 536199 P/W 33.3%	Invoice	03/24/2021	04/12/2021	20.55	20.55	100-42-41717		421	1
03/24/2	2	meter 536199 P/W 33.3%	Invoice	03/24/2021	04/12/2021	20.55	20.55	100-42-41717		421	1
03/24/2	3	meter 536199 P/W 33.3%	Invoice	03/24/2021	04/12/2021	20.55	20.55	210-42-41717		421	1
03/24/2	4	METER 536199 library	Invoice	03/24/2021	04/12/2021	61.66	61.66	100-42-41717		421	1
03/24/2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	03/24/2021	04/12/2021	9.79	9.79	100-50-41717		421	1
03/24/2	6	meter 223166 4297 Glenbrook Shop	Invoice	03/24/2021	04/12/2021	179.23	179.23	210-70-41717		421	1
03/24/2	7	Meter 629802, HPD 311 E Cedar	Invoice	03/24/2021	04/12/2021	457.29	457.29	100-25-41717		421	1
03/24/2	8	meter 517964 Woodside Treatment Plant	Invoice	03/24/2021	04/12/2021	9.79	9.79	210-70-41717		421	1
03/24/2	9	meter 223157 4297 Glenbrook A	Invoice	03/24/2021	04/12/2021	152.85	152.85	210-70-41717		421	1
03/24/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	03/24/2021	04/12/2021	644.06	644.06	210-70-41717		421	1
03/24/2	11	meter 475252 WW Treatment Plant	Invoice	03/24/2021	04/12/2021	259.96	259.96	210-70-41717		421	1
03/24/2	12	meter 529797 STREET 1811 Merlin LP	Invoice	03/24/2021	04/12/2021	430.38	430.38	100-40-41717		421	1
03/24/2	13	meter 475481 HFD 617 S 3rd Ave	Invoice	03/24/2021	04/12/2021	196.65	196.65	100-55-41717		421	1
Total 384 INTERMOUNTAIN GAS COMPANY:						2,463.31	2,463.31				
330 JANE'S ARTIFACTS											
051066	1	Inv # 051066 picture frame for office	Invoice	03/22/2021	04/12/2021	8.49	8.49	100-55-41211		421	1
051103	1	051103 MSD book tape	Invoice	03/26/2021	04/12/2021	8.59	8.59	100-45-41215		421	1
051177	1	# 051177 Glass Chair Mats X3	Invoice	04/05/2021	04/12/2021	80.99	80.99	100-15-41215		421	1
051177	2	# 051177 Glass Chair Mats X3	Invoice	04/05/2021	04/12/2021	80.99	80.99	200-15-41215		421	1
051177	3	# 051177 Glass Chair Mats X3	Invoice	04/05/2021	04/12/2021	80.99	80.99	210-15-41215		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
051184	1	Inv # 051184 1 file pocket	Invoice	04/05/2021	04/12/2021	19.99	19.99	100-55-41211		421	1
Total 330 JANE'S ARTIFACTS:						280.04	280.04				
4542 KETCHUM COMPUTERS											
17842	1	# 17842 Admin - Monthly updates, Publisher/ Office 3	Invoice	03/31/2021	04/12/2021	941.32	941.32	100-15-41313		421	1
17842	2	# 17842 Admin - Monthly updates, Publisher/ Office 3	Invoice	03/31/2021	04/12/2021	941.32	941.32	200-15-41313		421	1
17842	3	# 17842 Admin - Monthly updates, Publisher/ Office 3	Invoice	03/31/2021	04/12/2021	941.32	941.32	210-15-41313		421	1
17842	4	# 17842 HPD - Set up new office, England troublesho	Invoice	03/31/2021	04/12/2021	2,831.01	2,831.01	100-25-41313		421	1
17842	5	# 17842 WW - VPN Maintenance	Invoice	03/31/2021	04/12/2021	155.00	155.00	210-70-41313		421	1
17842	6	# 17842 Water - Repair Savage connection to Arcvie	Invoice	03/31/2021	04/12/2021	38.75	38.75	200-60-41313		421	1
Total 4542 KETCHUM COMPUTERS:						5,848.72	5,848.72				
366 LES SCHWAB TIRE CENTER											
117006	1	11700679407 FLAT REPAIR 7002 TANKER	Invoice	03/17/2021	04/12/2021	40.02	40.02	210-70-41415		421	1
117006	1	Inv # 11700682761 Winter Tire change out/rotation fo	Invoice	04/06/2021	04/12/2021	79.96	79.96	100-55-41415		421	1
Total 366 LES SCHWAB TIRE CENTER:						119.98	119.98				
5434 LIBRARY AND EDUCATIONAL SERVICES											
205104	1	205104A Children's nonfiction titles	Invoice	03/31/2021	04/12/2021	247.95	247.95	100-45-41535		421	1
Total 5434 LIBRARY AND EDUCATIONAL SERVICES:						247.95	247.95				
928 MAGIC VALLEY LABS, INC.											
19640	1	19640 SAMPLES TESTING WW	Invoice	03/30/2021	04/12/2021	620.00	620.00	210-70-41795		421	1
Total 928 MAGIC VALLEY LABS, INC.:						620.00	620.00				
6412 MCPHERSON, ALEX & CRIST, DIANE											
CR RE	1	CR REF - 203 GALENA DR HPTH09	Invoice	04/07/2021	04/12/2021	42.37	42.37	100-00-15110		421	1
Total 6412 MCPHERSON, ALEX & CRIST, DIANE:						42.37	42.37				
4495 MIDWEST TAPE											
500185	1	500185682 3.19.21 dvds	Invoice	03/19/2021	04/12/2021	18.74	18.74	100-45-41535		421	1
500216	1	500216999 3.25.21 dvds	Invoice	03/25/2021	04/12/2021	101.46	101.46	100-45-41535		421	1
500219	1	500219890 3.25.21 audio	Invoice	03/25/2021	04/12/2021	34.99	34.99	100-45-41535		421	1
500246	1	500246705 3.31.21 dvds	Invoice	03/31/2021	04/12/2021	91.95	91.95	100-45-41535		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
500246	1	500246706 3.31.21 audio	Invoice	03/31/2021	04/12/2021	39.99	39.99	100-45-41535		421	1
Total 4495 MIDWEST TAPE:						287.13	287.13				
5435 MOBILE BEACON											
033121	1	Inv 033131 Hotspot annual renewal	Invoice	04/01/2021	04/12/2021	1,000.00	1,000.00	100-45-41549	20.45.0010.1	421	1
033121	2	Inv 033131 Hotspot annual renewal	Invoice	04/01/2021	04/12/2021	200.00	200.00	100-45-41549	20.45.0005.1	421	1
Total 5435 MOBILE BEACON:						1,200.00	1,200.00				
251 NAPA AUTO PARTS											
050991	1	#050991 AIR FILTERS	Invoice	03/25/2021	04/12/2021	56.98	56.98	200-60-41415		421	1
050991	2	#050991 RUBBER GLOVES	Invoice	03/25/2021	04/12/2021	29.98	29.98	200-60-41415		421	1
Total 251 NAPA AUTO PARTS:						86.96	86.96				
307 NORTH CENTRAL LABORATORIES											
452286	1	452286 QA/QC STANDARD WW	Invoice	03/24/2021	04/12/2021	46.40	46.40	210-70-41795		421	1
Total 307 NORTH CENTRAL LABORATORIES:						46.40	46.40				
50387 OLD CUTTERS HOMEOWNERS ASSOC.											
1655	1	1655 55% POWER BILL MARCH 2021	Invoice	03/22/2021	04/12/2021	16.30	16.30	100-50-41717		421	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.:						16.30	16.30				
2045 PARKER, JESSICA											
1240 A	1	CR REFUND - 1240 ASPEN VALLEY DR	Invoice	03/31/2021	04/12/2021	39.26	39.26	100-00-15110		421	1
Total 2045 PARKER, JESSICA:						39.26	39.26				
6405 PEARSON INVESTMENTS											
1580 R	1	CR REF - 1580 RED FEATHER WAY	Invoice	04/04/2021	04/12/2021	12.02	12.02	100-00-15110		421	1
Total 6405 PEARSON INVESTMENTS:						12.02	12.02				
377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC											
101775	1	# 1017758648 Ink Cartridge X2, Tape Strips 300-ct b	Invoice	03/18/2021	04/12/2021	105.67	105.67	100-15-41211		421	1
101775	2	# 1017758648 Ink Cartridge X2, Tape Strips 300-ct b	Invoice	03/18/2021	04/12/2021	105.67	105.67	200-15-41211		421	1
101775	3	# 1017758648 Ink Cartridge X2, Tape Strips 300-ct b	Invoice	03/18/2021	04/12/2021	105.67	105.67	210-15-41211		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC:						317.01	317.01				
438 PLATT											
118492	1	#1184922 HAMMER DRILL & PROMO ITEMS	Invoice	03/23/2021	04/12/2021	579.02	579.02	200-60-41405		421	1
1K4675	1	#1K46756 CREDIT	Invoice	03/24/2021	04/12/2021	579.00-	579.00-	200-60-41405		421	1
1K4757	1	1K47573 CORD REPAIR ENDS WW	Invoice	03/24/2021	04/12/2021	172.16	172.16	210-70-41421		421	1
Total 438 PLATT:						172.18	172.18				
6406 PROCTOR, PEGGY											
TENAN	1	TENANT CR REFUND	Invoice	04/05/2021	04/12/2021	150.00	150.00	200-00-20314		421	1
Total 6406 PROCTOR, PEGGY:						150.00	150.00				
338 RANCHER'S SUPPLY											
79499	1	79499 FUEL TRANSFER PUMP WW	Invoice	02/26/2021	04/12/2021	416.44	416.44	210-70-41415		421	1
Total 338 RANCHER'S SUPPLY :						416.44	416.44				
4910 SHRED-IT USA											
818167	1	document shredding contract inv. 8181670777	Invoice	03/22/2021	04/12/2021	37.48	37.48	100-15-41325		421	1
818167	2	document shredding contract inv. 8181670777	Invoice	03/22/2021	04/12/2021	37.48	37.48	200-15-41325		421	1
818167	3	document shredding contract inv. 8181670777	Invoice	03/22/2021	04/12/2021	37.48	37.48	210-15-41325		421	1
Total 4910 SHRED-IT USA:						112.44	112.44				
1239 SIMMS, CHRISTOPHER P.											
MAR-2	1	COVID Ordinance & Order	Invoice	04/01/2021	04/12/2021	87.50	87.50	100-15-41313	20.15.0001.1	421	1
MAR-2	2	COVID Ordinance & Order	Invoice	04/01/2021	04/12/2021	87.50	87.50	200-15-41313	20.15.0001.1	421	1
MAR-2	3	COVID Ordinance & Order	Invoice	04/01/2021	04/12/2021	87.50	87.50	210-15-41313	20.15.0001.1	421	1
MAR-2	4	professional services March 2021	Invoice	04/01/2021	04/12/2021	2,168.02	2,168.02	100-15-41313		421	1
MAR-2	5	professional services March 2021	Invoice	04/01/2021	04/12/2021	2,168.02	2,168.02	200-15-41313		421	1
MAR-2	6	professional services March 2021	Invoice	04/01/2021	04/12/2021	2,168.01	2,168.01	210-15-41313		421	1
Total 1239 SIMMS, CHRISTOPHER P.:						6,766.55	6,766.55				
1506 STANDARD PLUMBING SUPPLY											
MJZD3	1	#MJZD37 PVC PLUMBING PARTS	Invoice	03/30/2021	04/12/2021	12.12	12.12	200-60-41401		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1506 STANDARD PLUMBING SUPPLY :						12.12	12.12				
5718 STANLEY CONSULTANTS INC											
022905	1	18807-INV#0229058-RIVER ST PHASE 2-PROG.RP	Invoice	02/22/2021	04/12/2021	449.44	449.44	120-40-41549	18.40.0001.1	421	1
Total 5718 STANLEY CONSULTANTS INC:						449.44	449.44				
6410 STEPHENSON, SCOTT											
CR RE	1	CR. REF - 631 ELM ST E	Invoice	04/07/2021	04/12/2021	51.05	51.05	100-00-15110		421	1
Total 6410 STEPHENSON, SCOTT:						51.05	51.05				
8559 SUN VALLEY AIR SERVICES BOARD											
FEBRU	1	LOT FOR AIR FEBRURY 2021	Invoice	04/07/2021	04/12/2021	11,394.08	11,394.08	100-10-41707		421	1
Total 8559 SUN VALLEY AIR SERVICES BOARD:						11,394.08	11,394.08				
2817 UNITED OIL											
958920	1	# 958920 PUPMED VEHICLE FUEL WW	Invoice	02/15/2021	04/12/2021	202.70	202.70	210-70-41719		421	1
961054	1	#961054 HPD GAS PATROL	Invoice	03/15/2021	04/12/2021	726.93	726.93	100-25-41719		421	1
961056	1	#961056 PUMPED VEHICLE FUEL W.	Invoice	03/15/2021	04/12/2021	302.28	302.28	200-60-41719		421	1
961057	1	961057 PUMPED VEHICLE FUEL WW	Invoice	03/15/2021	04/12/2021	646.00	646.00	210-70-41719		421	1
962149	1	962149 FUEL CHARGES PARKS 3.31.21	Invoice	03/31/2021	04/12/2021	98.57	98.57	100-50-41719		421	1
962154	1	962154 PUMPED VEHICLE FUEL WW	Invoice	03/31/2021	04/12/2021	616.58	616.58	210-70-41719		421	1
Total 2817 UNITED OIL:						2,593.06	2,593.06				
1216 UPPER CASE PRINTING, INK											
16863	1	# 16863 Utility Billing and #10 Envelopes	Invoice	03/24/2021	04/12/2021	431.70	431.70	100-15-41323		421	1
16863	2	# 16863 Utility Billing and #10 Envelopes	Invoice	03/24/2021	04/12/2021	431.70	431.70	200-15-41323		421	1
16863	3	# 16863 Utility Billing and #10 Envelopes	Invoice	03/24/2021	04/12/2021	431.70	431.70	210-15-41323		421	1
16875	1	# 16875 11X17 Newsletter	Invoice	04/01/2021	04/12/2021	87.45	87.45	100-15-41323		421	1
16875	2	# 16875 11X17 Newsletter	Invoice	04/01/2021	04/12/2021	87.45	87.45	200-15-41323		421	1
16875	3	# 16875 11X17 Newsletter	Invoice	04/01/2021	04/12/2021	87.45	87.45	210-15-41323		421	1
16875	4	# 16875 Recycling Info	Invoice	04/01/2021	04/12/2021	66.08	66.08	100-15-41323		421	1
16875	5	# 16875 Recycling Info	Invoice	04/01/2021	04/12/2021	66.07	66.07	200-15-41323		421	1
16875	6	# 16875 Recycling Info	Invoice	04/01/2021	04/12/2021	66.07	66.07	210-15-41323		421	1
16875	7	# 16875 Medical Transport	Invoice	04/01/2021	04/12/2021	66.08	66.08	100-15-41323		421	1
16875	8	# 16875 Medical Transport	Invoice	04/01/2021	04/12/2021	66.07	66.07	200-15-41323		421	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
16875	9	# 16875 Medical Transport	Invoice	04/01/2021	04/12/2021	66.07	66.07	210-15-41323		421	1
Total 1216 UPPER CASE PRINTING, INK:						1,953.89	1,953.89				
833 WATER DISTRICT 37 & 37M											
01/29/2	1	DIV# 22.21 SURFACE WATER - 37 ACCOUNT #106	Invoice	01/29/2021	04/12/2021	173.10	173.10	200-60-41313		421	1
Total 833 WATER DISTRICT 37 & 37M :						173.10	173.10				
4004 WAXIE SANITARY SUPPLY											
798731	1	79873107 Teri towels/2-ply tp	Invoice	03/16/2021	04/12/2021	61.74	61.74	100-45-41215		421	1
NQ4C5	1	Purell Sanitizer GEL Bladders - IHC grant	Invoice	04/06/2021	04/12/2021	638.69	638.69	100-45-41549	20.45.0009.1	421	1
Total 4004 WAXIE SANITARY SUPPLY:						700.43	700.43				
209 WEBB LANDSCAPING											
SRVCE	1	SERVCE505742 DEMO GARDEN CLEAN UP	Invoice	11/05/2020	04/12/2021	200.00	200.00	100-50-41313		421	1
Total 209 WEBB LANDSCAPING :						200.00	200.00				
Total :						241,154.79	241,154.79				
Grand Totals:						241,154.79	241,154.79				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	340.71	.00	340.71
100-00-20317	463.82	.00	463.82
100-00-20325	10,526.88	.00	10,526.88
100-00-20515	112,357.48	.00	112,357.48
100-10-41707	11,394.08	.00	11,394.08
100-10-41717	535.38	.00	535.38
100-15-41211	105.67	.00	105.67
100-15-41215	139.32	.00	139.32
100-15-41313	3,196.84	.00	3,196.84

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41319	336.41	.00	336.41
100-15-41323	651.31	.00	651.31
100-15-41325	37.48	.00	37.48
100-15-41711	56.67	.00	56.67
100-15-41713	157.90	.00	157.90
100-20-41319	1,742.71	.00	1,742.71
100-20-41323	461.56	.00	461.56
100-20-41713	195.96	.00	195.96
100-25-41313	2,831.01	.00	2,831.01
100-25-41713	629.29	.00	629.29
100-25-41717	529.36	.00	529.36
100-25-41719	726.93	.00	726.93
100-25-41741	26,209.87	.00	26,209.87
100-40-41713	266.77	.00	266.77
100-40-41715	1,810.15	.00	1,810.15
100-40-41717	966.22	.00	966.22
100-42-41713	71.49	.00	71.49
100-42-41717	191.83	.00	191.83
100-45-41215	183.11	.00	183.11
100-45-41323	305.53	.00	305.53
100-45-41535	556.30	23.41-	532.89
100-45-41549	2,807.69	.00	2,807.69
100-45-41713	594.57	83.16-	511.41
100-50-41313	294.61	.00	294.61
100-50-41319	267.60	.00	267.60
100-50-41403	19.98	.00	19.98
100-50-41617	782.29	.00	782.29
100-50-41713	28.55	.00	28.55
100-50-41717	610.64	.00	610.64
100-50-41719	98.57	.00	98.57
100-55-41211	28.48	.00	28.48
100-55-41217	172.99	.00	172.99
100-55-41415	79.96	.00	79.96
100-55-41711	57.08	.00	57.08
100-55-41713	188.39	.00	188.39
100-55-41717	315.73	.00	315.73
100-55-41723	575.00	.00	575.00
100-55-41724	133.00	.00	133.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-55-41741	8,736.63	.00	8,736.63
120-40-41549	449.44	.00	449.44
200-00-20314	300.00	.00	300.00
200-15-41211	105.67	.00	105.67
200-15-41215	139.32	.00	139.32
200-15-41313	3,196.84	.00	3,196.84
200-15-41319	336.41	.00	336.41
200-15-41323	651.29	.00	651.29
200-15-41325	37.48	.00	37.48
200-15-41711	56.67	.00	56.67
200-15-41713	157.90	.00	157.90
200-42-41713	71.49	.00	71.49
200-42-41717	89.07	.00	89.07
200-60-41313	211.85	.00	211.85
200-60-41319	56.75	.00	56.75
200-60-41401	17.11	.00	17.11
200-60-41403	80.15	.00	80.15
200-60-41405	579.02	579.00-	.02
200-60-41415	86.96	.00	86.96
200-60-41703	144.99	.00	144.99
200-60-41713	227.11	.00	227.11
200-60-41717	3,837.59	.00	3,837.59
200-60-41719	302.28	.00	302.28
210-15-41211	105.67	.00	105.67
210-15-41215	139.33	.00	139.33
210-15-41313	3,196.83	.00	3,196.83
210-15-41319	336.42	.00	336.42
210-15-41323	651.29	.00	651.29
210-15-41325	37.48	.00	37.48
210-15-41711	56.66	.00	56.66
210-15-41713	157.90	.00	157.90
210-42-41713	71.49	.00	71.49
210-42-41717	109.62	.00	109.62
210-70-41313	155.00	.00	155.00
210-70-41319	593.15	.00	593.15
210-70-41401	25,200.00	.00	25,200.00
210-70-41413	98.99	.00	98.99
210-70-41415	456.46	.00	456.46

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41421	293.29	.00	293.29
210-70-41423	153.00	.00	153.00
210-70-41703	792.88	.00	792.88
210-70-41713	341.30	.00	341.30
210-70-41717	1,317.73	.00	1,317.73
210-70-41719	1,465.28	.00	1,465.28
210-70-41723	150.00	.00	150.00
210-70-41795	1,055.40	.00	1,055.40
Grand Totals:	<u>241,840.36</u>	<u>685.57-</u>	<u>241,154.79</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
04/21	<u>241,840.36</u>	<u>685.57-</u>	<u>241,154.79</u>
Grand Totals:	<u>241,840.36</u>	<u>685.57-</u>	<u>241,154.79</u>

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BRAD LITTLE
GOVERNOR

March 9, 2021

Bryson Ellsworth
31 Morning Dawn Circle
Carey, ID 83320

Dear Bryson,

I am pleased to appoint you to the Board of Drinking Water and Waste Water Professionals for a term commencing March 9, 2021 and to expire April 23, 2024.

Please fill out the attached information, have the Oath of Office properly notarized and return the information to our office at your earliest convenience so we can properly file your information with the Office of Secretary of State.

Your willingness to accept this appointment is greatly appreciated. I look forward to working with you as we strive to serve the citizens of the great state of Idaho.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Little", is written over a faint circular stamp.

Brad Little
Governor

BL/jv

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City of Hailey
Fair Housing Month
Proclamation

WHEREAS, the year 2021 marks the 53rd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, as amended, most commonly known as the “Federal Fair Housing Law;” and

WHEREAS, this law guarantees that housing throughout the United State should be made available to all citizens without regard to race, color, religion, sex, family status, handicapping conditions or national origin; and

WHEREAS, in this 53rd year since the passage of the Fair Housing Laws, citizens of this state should continue to work together to uphold the Fair Housing Law and the principal of equal opportunity on which it is based; and

WHEREAS, barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights and limit the options of all;

NOW, THEREFORE, I, MARTHA BURKE, MAYOR OF HAILEY IDAHO, do hereby proclaim **April 2021 to be Fair Housing Month in the City of Hailey, Idaho** and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

Signed: _____
Martha Burke
Mayor, City of Hailey

Date: _____

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AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Legal **DEPT. HEAD SIGNATURE:** CPS

SUBJECT: Adoption of Second Amended and Restated Joint Powers Agreement between City of Hailey and Blaine County providing authority to jointly operate the Friedman memorial Airport by and through the Airport Authority.

AUTHORITY: x ID Code 67-2328 IAR _____ City Ordinance/Code HMC
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In 1994 the City of Hailey and Blaine County entered into a Joint Powers Agreement for purposes of jointly operating the Friedman memorial Airport, which agreement has been amended several times over the years. The current agreement, previously the subject of a temporary extension, is set to expire on April 15, 2021. The last substantive amendment to the agreement occurred in 2011, during which period of time the FAA was pursuing an airport relocation. A drafting committee, consisting of Mayor Burke, Councilmen Linnet, City Attorney Simms, Airport Manager Pomeroy, Authority Attorney Jim Laski, County Attorney Graves, and County Commissioner McCleary, has approved the attached proposed agreement. Furthermore, Blaine County Commissioners approved the agreement, modified slightly, during a special meeting last week.

Airport relocation does not appear to be a viable option in any immediate foreseeable future, although the proposed attached agreement continues to contemplate the “dual path” of potential relocation, and continued airport operation in the current location. The power sharing structure with Blaine County put forth in the proposed agreement remains unchanged. Two of the three votes from both the City of Hailey and Blaine County representatives continues to be required for any matter to be approved. In the event Council is unable to reach consensus to move forward on an approval of this agreement for any reason, an extension of the existing agreement must be approved in order to continue airport operations until such time as any issues can be worked through. Staff recommendations with motion language, together with alternatives are listed below.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2021 -035 authorizing Mayor’s signature on Second Amended and Restated Joint Powers Agreement.

**CITY OF HAILEY
RESOLUTION NO. 2021-035**

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF A SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (FRIEDMAN MEMORIAL AIRPORT AUTHORITY)

WHEREAS, the City of Hailey desires to amend and restate a Joint Powers Agreement between the City of Hailey and Blaine County for the Friedman Memorial Airport Authority dated May 16, 1994, and all subsequent amendments thereto which are included within the Amended and Restated Joint Powers Agreement of June 26, 2011;

WHEREAS, the City of Hailey and Blaine County have negotiated a transition and governance plan to accommodate the closure of the existing Friedman Memorial Airport and the opening of a new airport to be located outside of Hailey but within Blaine County;

WHEREAS, the City of Hailey and Blaine County have agreed to the terms and conditions of a Second Amended and Restated Joint Powers 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 attached Second Amended and Restated Joint Powers Agreement and that the Mayor is authorized to execute the attached Second Amended and Restated Joint Powers Agreement.

Passed this 12th day of April, 2021.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT

Friedman Memorial Airport Authority

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“Agreement”) is made effective upon its execution between BLAINE COUNTY, a political subdivision of the State of Idaho (the “County”), and THE CITY OF HAILEY, and Idaho municipal corporation located within the County (the “City”).

RECITALS

WHEREAS, the County and the City entered into a Joint Powers Agreement dated May 16, 1994 which has been amended on several occasions and subsequently amended and restated in the Amended and Restated Joint Powers Agreement recorded July 26, 2011 in the records of Blaine County, Idaho as Instrument # 589295 (the “2011 Agreement”); and

WHEREAS, by virtue of the 2011 Agreement and the preceding Joint Powers Agreement, the County and the City have created the Friedman Memorial Airport Authority (the “Authority”) to operate an airport known as the Friedman Memorial Airport located within the City and County (the “Airport”); and

WHEREAS, an airport is of critical importance to the economy, transportation connectivity, and the overall health, safety and welfare, of the County and the City while acknowledging the sometimes negative impacts on the community as a result of aviation activities; and

WHEREAS, the Airport currently operates under six (6) Federal Aviation Administration (FAA) approved Modifications to Standards (MOS). The MOS are necessary due to geographical constraints at the airport and allow the airport to continue to operate at the present airport site at an acceptable level of safety with no special operational procedures required; and

WHEREAS, the FAA approved MOS could be revoked by the FAA necessitating alternate means for the Airport to meet full standards; and

WHEREAS, an adopted Airport Master Plan and FAA approved Airport Layout Plan (ALP), as the same may be amended or replaced, from time to time, represents the Authority’s vision for long-term development of the Airport including the necessary facilities at the present Airport site while maintaining thresholds for considering a Replacement Airport under a “Dual Path Forward” approach; and

WHEREAS, primary efforts to relocate the Airport to a new site between 2006 and 2011 were unsuccessful as a result of, among other things, financial constraints and environmental issues; and

WHEREAS, the County and the City seek the highest quality and safest airport possible within the physical limits imposed by the geography of the Airport site while minimizing the negative impacts associated therewith; and

WHEREAS, Idaho Code Section 67-2328 expressly authorizes public entities to create a separate legal or administrative entity to exercise powers possessed by the public agencies creating such entity; and

WHEREAS, the County as the City have determined that it is in the best interests of the County and the City, and their inhabitants, to continue managing and operating the Airport under the Authority reflected in the current Airport Master Plan and ALP, as the same may be amended or replaced from time to time; and

WHEREAS, the County and the City accordingly wish to amend their prior joint powers agreements, including the 2011 Agreement, while restating pertinent provisions of their prior joint powers agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree:

ARTICLE I

DEFINITIONS, PURPOSE, AND AUTHORITY

Section 1.1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions:

Agreement means this Amended and Restated Joint Powers Agreement, dated as of the execution date.

Airport means the Friedman Memorial Airport, located in the City and County.

Airport Layout Plan (ALP) is a scaled set of drawings (in traditional or electronic form) of existing and proposed land and facilities necessary for the operation and development of an airport, that is required by federal regulations to be maintained by the Authority in a current and accurate form. By definition, the ALP is a plan for an airport that shows:

- Boundaries and proposed additions to all areas owned or controlled by the Authority; and
- The location and nature of all facilities and structures on the Airport and proposed areas for future development.

Airport Master Plan means the Friedman Memorial Airport Master Plan Update, as it may be updated from time to time. The Airport Master Plan represents the Authority's vision for long-term development of the Airport.

Authority means the Friedman Memorial Airport Authority created under Section 3.1 of this Agreement.

Authority Board means the Board of Commissioners of the Authority, constituted under Section 3.2 of this Agreement.

City means the City of Hailey, Blaine County, Idaho.

City Council means the City Council of the City.

Commercial means regularly scheduled airline activities.

County means Blaine County, Idaho.

County Commissioners means the three-member Board of County Commissioners for Blaine County, Idaho.

FAA means the Federal Aviation Administration of the U.S. Department of Transportation.

Friedman Grant Property means the real property conveyed by deed recorded in Book 128, page 213, records of the County Recorder, Blaine County, Idaho, to the City by Leon Friedman, et al., for airport purposes.

Replacement Airport means an airport located outside the city limits of the City which may be pursued if various thresholds reflected in the Airport Master Plan for operation at the present Airport site cannot be maintained. A Replacement Airport shall be independent of and separate from the Airport.

Section 1.2: PURPOSE

The purpose of this Agreement is to amend and restate pertinent provisions of the 2011 Agreement and its preceding joint powers agreements, creating and maintaining an Authority for the management and operation of the Airport in the County and City as reflected in the Airport Master Plan.

Section 1.3: AUTHORITY

This Agreement is entered into under the authority of Idaho Code Sections 21-401 *et seq.* and Sections 67-2326 through 67-2333.

ARTICLE II

DURATION, AMENDMENT, AND TERMINATION

Section 2.1: DURATION

The existence of the Authority commenced May 16, 1994, and this Agreement shall remain valid through December 31, 2045, and shall automatically extend for successive ten (10) year terms unless the City and County agree to terminate in accordance with Section 2.3 below.

Section 2.2: AMENDMENT

The County and the City reserve the right to amend this Agreement at any time by written agreement between the County and the City, provided, that no amendment shall violate or impair any then-existing contractual obligations relating to the Authority or the Airport.

Section 2.3: TERMINATION

A. Before Closure of Airport. In the event a Replacement Airport is pursued, the County and City reserve the right to terminate this Agreement, by mutual written agreement between the County and the City, at any time prior to its stated termination date. In the event of such termination, or upon the stated expiration hereof, any then-existing valid contractual obligations of the Authority and the Airport shall become joint obligations of the County and City.

B. After Closure of Airport. In the event a Replacement Airport is activated and notification by FAA has been made to the Authority that the Airport has been permanently closed to all air traffic, this Agreement shall be terminated 1) either ten days after the recording of a deed conveying the last parcel of Airport real property to a third party, or one year after execution of an irrevocable purchase and sale agreement of the last parcel of the Airport property, whichever event is earlier, or 2) by mutual written agreement between the County and the City, at any time prior to its stated termination date, whichever is sooner.

ARTICLE III

CREATION OF AIRPORT AUTHORITY

Section 3.1: AIRPORT AUTHORITY

There is hereby created a separate administrative entity, pursuant to Section 67-2328, Idaho Code, to be known as the Friedman Memorial Airport Authority (the "Authority"). The Authority shall be a public entity of the State of Idaho with the powers set forth in this Agreement.

Section 3.2: GOVERNING BOARD

The Authority shall be governed by a board of commissioners (the "Authority Board") consisting of seven (7) members, to be appointed as follows: three (3) members shall be appointed by the Commissioners of the County; three (3) members shall be appointed by the City Council; and one (1) member to be appointed by a vote of the other six (6) Authority Board members in accordance with Section 3.7 (the "Independent Member"). The members so appointed may, but need not, be members of the governing board of the appointing entity.

Section 3.3: TERMS OF OFFICE

The members of the Authority Board that are appointed by the City Council or the County Commissioners shall serve for such period as may be determined by the City Council or the County Commissioners, as the case may be, from time to time. The Independent Member shall serve a two-year term commencing on January 1 of the year of appointment. Any member may be removed, and any vacancy filled, by the entity originally appointing such member, except the Independent Member, who may be removed only by a vote of the remaining Authority Board members consistent with Section 3.7.

Section 3.4: OFFICERS

The Authority Board shall designate one (1) of its members as Chair, one (1) as vice-chair, one (1) as secretary, and shall appoint a treasurer who may be, but need not be, a member of the Authority Board, any of whom may be removed in the manner provided in the Bylaws of the Authority Board. The Authority Board may appoint other officers as it deems necessary.

Section 3.5: BYLAWS, MEETINGS

The Authority Board shall adopt bylaws for its own operation and shall establish such regular meeting dates (which shall not be less frequent than monthly) and times as it shall deem necessary. Regular and special meetings of the Authority Board shall be conducted in compliance with the Open Meetings Law, Idaho Code §74-201 *et seq.*

Section 3.6: QUORUM

A quorum for all decisions to conduct business shall consist of at least two (2) City members of the Authority Board and at least two (2) County members of the Authority Board.

Section 3.7: DELIBERATIONS AND DECISIONS

All Authority Board members in attendance shall be entitled to vote on matters before the Board, however matters shall be approved only by a majority consisting of at least two (2) City members of the Board and at least two (2) County members of the Board.

ARTICLE IV

POWERS OF THE AUTHORITY

Section 4.1: POWERS

In addition to any other powers set forth in this Agreement, the Authority Board of the Authority shall have and may exercise the following powers in the name of the Authority with respect to the Airport and a Replacement Airport:

- A. To sue and be sued in its own name.
- B. To adopt an official seal and alter the same at pleasure.
- C. To authorize any action by motion, resolution, or other official action.
- D. To promulgate and adopt all necessary rules and regulations for the management and control of Airport property including, but not limited to, landing and takeoff areas (including runways and landing strips for aircraft); taxiway areas for aircraft; passenger and cargo ramp areas and facilities; aircraft parking areas and facilities; facilities for the purpose of controlling or assisting landings, takeoffs, and other movements of aircraft using the Airport, including, without limitation, control towers, flood lights, landing lights, beacons, signals, radio aids, and other conveniences and aids to operation, navigation, or ground control of aircraft; automobile parking; Airport terminal; aircraft tie-downs and hangars; hours and days of operation and all rules and regulations necessary for the safe, effective, and efficient operation of all Airport facilities.
- E. To order, direct superintend, and manage all repairs, alterations, and improvements.
- F. To lease or acquire land and to acquire, construct, or lease buildings, structures, facilities, and equipment.
- G. To acquire in the name of the Authority, by gift or purchase, or by lease, such personal property as it may deem necessary in connection with the improvement, extension, enlargement, or operation of Airport facilities, and to sell, convey, lease, or dispose of any personal property, in accordance with the statutory requirements applicable to counties, upon such terms and conditions and for such consideration as the Authority Board deems appropriate.
- H. To enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the Airport, with the federal government or any of its agencies or instrumentalities, the state of Idaho and any of its agencies or instrumentalities, any corporation or person, public or private, any municipality, and any political or governmental subdivision, within or without the state, and to cooperate with any one or more of them in acquiring, constructing, operating, or maintaining the Airport.

I. To receive moneys and real or personal property from the County or the City and to receive gifts, grants, and donations of money or real or personal property from any person or entity, to expend or utilize the same for the purposes of the Authority, to deposit moneys in accordance with the public depository laws of the state, and to invest moneys of the Authority in investments permitted under Idaho Code §§ 67-1210, 67-1210A and 67-1210B.

J. To borrow money and incur indebtedness, not exceeding the budgeted revenues and expenses for the then-current fiscal year of the Authority, and not exceeding any Constitutional limitations or limitations of state law, and to evidence the same by notes, warrants, or other evidence of indebtedness.

K. To manage, control and supervise all the business and affairs of the Airport.

L. To hire an Airport manager and necessary employees, who shall serve at the pleasure of the Authority Board. Compensation for the Airport manager and Airport staff shall be fixed annually by the Board during the normal budget process.

M. To retain and compensate agents, engineers, and consultants.

N. To retain or employ regular legal counsel, and to retain such special legal counsel as may be deemed necessary.

O. To fix, periodically increase or decrease, and collect rates, fees, tolls, or charges for the use or availability of the facilities of the Airport.

P. To maintain civil actions and to enact fines for the abatement of any violation of any of the Authority's rules, regulations, or standards.

Q. To insure Airport property and to enter into contracts for insurance, including, but not limited to, liability insurance.

R. To maintain and administer recordkeeping and management functions.

S. To exercise all or any part or combination of the powers set forth in this Agreement, and to do all things necessary or incidental to the proper operation of this Agreement.

T. To take such actions as may be necessary to plan, secure approvals for, construct and operate a Replacement Airport and, in such event, to remediate and dispose of the site of the present Airport.

Section 4.2: LIMITATIONS ON POWERS

A. Nothing in the foregoing enumerations of powers shall be construed as authorizing the Authority Board (1) to create any legal, contractual, fiscal, or tort obligation binding upon the County or the City, or (2) to incur any indebtedness or liability in excess of the limits or authority provided by state law and the state Constitution.

B. The Authority shall have no power to levy or cause to be levied any taxes nor to require the County or the City to levy any taxes on its behalf.

C. The operation of the Airport by the Authority shall be subject to existing leases, rights, contracts, assurances, and privileges heretofore granted by the City and County.

D. All land owned by the County or the City (except the Friedman Grant Property), or by the County and City jointly, and devoted to use for the Airport as of the date of this Agreement, has been or shall be conveyed to the Authority for the use and benefit of the Airport. Any land hereafter acquired for Airport purposes shall, to the extent consistent with FAA regulations, be acquired by, and title thereto shall be held in the name of, the Authority. Land for a Replacement Airport shall be acquired in the name of the Authority. The Authority may convey or dispose of land at the Airport and/or a Replacement Airport in a manner that facilitates the permanent closure of the Airport, as well as the construction and funding of a Replacement Airport.

E. Title to all land, buildings, improvements, facilities, equipment, and personal property now in use on the Airport shall be held by the Authority. The Authority may convey or dispose of all land buildings, improvements, facilities, equipment, and personal property at the Airport and/or a Replacement Airport in a manner that facilitates the permanent closure of the Airport, as well as the construction and funding of a Replacement Airport.

F. In addition to the foregoing limitations, the Authority shall be bound and limited by the covenants and restrictions set forth in Article VI of this Agreement.

ARTICLE V

FINANCE AND BUDGET

Section 5.1: ANNUAL BUDGET

The fiscal year of the Authority shall commence on October 1 of each year and shall end on September 30 of the following year. The Authority Board shall prepare a preliminary annual budget for each fiscal year, showing the anticipated revenues and expenditures, which budget shall be adopted as set forth hereinafter. If the preliminary budget provides for a revenue request from the County or the City, the preliminary budget shall be certified to the County or the City prior to the publication of the preliminary budget

of the County and the City. Nothing herein shall be construed as obligating the County or the City to grant such revenue request.

On or before the second Tuesday in August, annually, there shall be held at a time and place determined by the Board a meeting and public hearing upon the proposed budget of the Authority. Notice of the meeting and public hearing shall be published in a newspaper of general circulation in the County in one (1) issue thereof. The place, hour, and day of such hearing shall be specified in said notice, as well as the place where such budget may be examined prior to such hearing. A summary of such proposed budget shall be published with and as a part of the publication of such notice of hearing in substantially the form required in Idaho Code §31-1604. On or before August 15 of each year, a budget for the Authority shall be approved by the Authority Board.

Section 5.2: AIRPORT FUNDS

The Authority shall establish such fund or funds for the deposit and expenditure of moneys as it deems necessary or appropriate, consistent with generally accepted municipal accounting practices, and shall provide for the manner of expenditure of funds. All moneys held in Airport funds by the County or the City shall be transferred to the funds of the Authority. The Authority Board shall require the annual audit of all funds by an independent auditor and shall provide copies of each annual audit to the County and the City. Authority funds will not be used in a manner inconsistent with federal law, 49 USC 47133, as the same may be amended from time to time.

ARTICLE VI

COVENANTS AND RESTRICTIONS

Section 6.1: The Authority shall comply with the following covenants and restrictions regarding operation of the Airport. All capitalized terms shall have the meanings assigned thereto in the Airport Master Plan, except as otherwise defined in this Agreement. The covenants and restrictions concerning Airport operations shall not apply to a Replacement Airport.

A. Any expansion of the land owned by the Authority shall be limited to that which is reflected in the Airport Master Plan, the ALP, or which is otherwise deemed to promote safe and economically viable Airport operations through an Authority approved planning process.

B. Future commercial airline activity shall be accommodated as reflected in the Airport Master Plan.

C. Aviation activities (as reflected in the Airport Master Plan) will be requested to observe a voluntary noise abatement program between 11:00 P.M. and 6:00 A.M.

D. The number of tie-downs and aircraft parking apron space for local and transient Airport parking needs should not be less than the space set after the 2013-2015 Runway Safety Area project or as provided in the Airport Master Plan.

E. The Design Aircraft Classification shall remain the equivalent of a CIII level or its successor aircraft (as such terms are defined in the Airport Master Plan).

F. To the extent possible, consistent with FAA regulations, landing from, or take-offs to, the north shall be discouraged.

G. The Authority shall obtain and maintain property damage and comprehensive liability insurance in amounts sufficient to protect the Airport property and to insure the County, the City, the Authority and the Airport against tort and other damage claims. The amount of insurance shall be set by the Authority and subject to approval annually by the County and the City, which approval shall not unreasonably be withheld.

ARTICLE VII

MISCELLANEOUS

Section 7.1: TERMINATION OF PRIOR AGREEMENTS

All prior joint powers agreements relating to the joint operation of the Airport are hereby terminated and superseded by this Agreement. Nothing herein shall be construed as impairing any existing contract obligations, all of which obligations shall continue in force and effect in accordance with their terms as obligations of the Authority. In the event of a conflict between this Agreement and any prior Memorandum of Understanding or other Agreement between the parties, the stated and agreed upon provisions of this Agreement shall control.

Section 7.2: ENFORCEMENT OF RULES AND REGULATIONS

In addition to the Authority Board's powers to enforce Airport rules and regulations by civil action, the City may, by ordinance, provide that the violation of any such rule or regulation shall be a misdemeanor and may provide for the enforcement of the same.

Section 7.3: INVALIDITY

If any section of this Agreement is declared invalid by a court of competent jurisdiction, or if the FAA refuses to honor this Agreement or any portion thereof, either party may terminate this Agreement within 60 days of such declaration of invalidity by written notice to the other party.

Section 7.4: EFFECTIVE DATE

The Agreement shall be in full force and effect from and after the date on which the last party executes this Agreement.

BLAINE COUNTY, IDAHO

By: _____
Richard Fosbury, Chair

By: _____
Jacob Greenberg, Commissioner

By: _____
Angenie McCleary, Commissioner

BLAINE COUNTY CLERK

By: _____
Jolynn Drage

CITY OF HAILEY
Blaine County, Idaho

By: _____
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Approved By:

FRIEDMAN MEMORIAL AIRPORT AUTHORITY

By: _____
Jacob Greenberg, Chair

SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT

Friedman Memorial Airport Authority

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT ("Agreement") is made effective upon its execution between BLAINE COUNTY, a political subdivision of the State of Idaho (the "County"), and THE CITY OF HAILEY, and Idaho municipal corporation located within the County (the "City").

RECITALS

WHEREAS, the County and the City entered into a Joint Powers Agreement dated May 16, 1994 which has been amended on several occasions and subsequently amended and restated in the Amended and Restated Joint Powers Agreement recorded July 26, 2011 in the records of Blaine County, Idaho as Instrument # 589295 (the "2011 Agreement"); and

WHEREAS, by virtue of the 2011 Agreement and the preceding Joint Powers Agreement, the County and the City have created the Friedman Memorial Airport Authority (the "Authority") to operate an airport known as the Friedman Memorial Airport located within the City and County (the "Airport"); and

WHEREAS, an airport is of critical importance to the economy, transportation connectivity, and the overall health, safety and welfare, of the County and the City while acknowledging the sometimes negative impacts on the community as a result of aviation activities; and

WHEREAS, the Airport currently operates under six (6) Federal Aviation Administration (FAA) approved Modifications to Standards (MOS). The MOS are necessary due to geographical constraints at the airport and allow the airport to continue to operate at the present airport site at an acceptable level of safety with no special operational procedures required; and

WHEREAS, the FAA approved MOS could be revoked by the FAA necessitating alternate means for the Airport to meet full standards; and

WHEREAS, an adopted Airport Master Plan and FAA approved Airport Layout Plan (ALP), as the same may be amended or replaced, from time to time, represents the Authority's vision for long-term development of the Airport including the necessary facilities at the present Airport site while maintaining thresholds for considering a Replacement Airport under a "Dual Path Forward" approach; and

WHEREAS, primary efforts to relocate the Airport to a new site between 2006 and 2011 were unsuccessful as a result of, among other things, financial constraints and environmental issues; and

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WHEREAS, the County and the City seek the highest quality and safest airport possible within the physical limits imposed by the geography of the Airport site while minimizing the negative impacts associated therewith; and

WHEREAS, Idaho Code Section 67-2328 expressly authorizes public entities to create a separate legal or administrative entity to exercise powers possessed by the public agencies creating such entity; and

WHEREAS, the County as the City have determined that it is in the best interests of the County and the City, and their inhabitants, to continue managing and operating the Airport under the Authority reflected in the current Airport Master Plan and ALP, as the same may be amended or replaced from time to time; and

WHEREAS, the County and the City accordingly wish to amend their prior joint powers agreements, including the 2011 Agreement, while restating pertinent provisions of their prior joint powers agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree:

ARTICLE I

DEFINITIONS, PURPOSE, AND AUTHORITY

Section 1.1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions:

Agreement means this Amended and Restated Joint Powers Agreement, dated as of the execution date.

Airport means the Friedman Memorial Airport, located in the City and County.

Airport Layout Plan (ALP) is a scaled set of drawings (in traditional or electronic form) of existing and proposed land and facilities necessary for the operation and development of an airport, that is required by federal regulations to be maintained by the Authority in a current and accurate form. By definition, the ALP is a plan for an airport that shows:

- Boundaries and proposed additions to all areas owned or controlled by the Authority; and
- The location and nature of all facilities and structures on the Airport and proposed areas for future development.

Airport Master Plan means the Friedman Memorial Airport Master Plan Update, as it may be updated from time to time. The Airport Master Plan represents the Authority's vision for long-term development of the Airport.

Authority means the Friedman Memorial Airport Authority created under Section 3.1 of this Agreement.

Authority Board means the Board of Commissioners of the Authority, constituted under Section 3.2 of this Agreement.

City means the City of Hailey, Blaine County, Idaho.

City Council means the City Council of the City.

Commercial means regularly scheduled airline activities.

County means Blaine County, Idaho.

County Commissioners means the three-member Board of County Commissioners for Blaine County, Idaho.

FAA means the Federal Aviation Administration of the U.S. Department of Transportation.

Friedman Grant Property means the real property conveyed by deed recorded in Book 128, page 213, records of the County Recorder, Blaine County, Idaho, to the City by Leon Friedman, et al., for airport purposes.

Replacement Airport means an airport located outside the city limits of the City which may be pursued if various thresholds reflected in the Airport Master Plan for operation at the present Airport site cannot be maintained. A Replacement Airport shall be independent of and separate from the Airport.

Section 1.2: PURPOSE

The purpose of this Agreement is to amend and restate pertinent provisions of the 2011 Agreement and its preceding joint powers agreements, creating and maintaining an Authority for the management and operation of the Airport in the County and City as reflected in the Airport Master Plan.

Section 1.3: AUTHORITY

This Agreement is entered into under the authority of Idaho Code Sections 21-401 *et seq.* and Sections 67-2326 through 67-2333.

ARTICLE II

DURATION, AMENDMENT, AND TERMINATION

Section 2.1: DURATION

The existence of the Authority commenced May 16, 1994, and this Agreement shall ~~remain valid through~~ December 31, 2045, and shall automatically extend for successive ten (10) year terms unless the City and County agree ~~to terminate~~ in accordance with Section 2.3 below.

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Section 2.2: AMENDMENT

The County and the City reserve the right to amend this Agreement at any time by written agreement between the County and the City, provided, that no amendment shall violate or impair any then-existing contractual obligations relating to the Authority or the Airport.

Section 2.3: TERMINATION

A. Before Closure of Airport. In the event a Replacement Airport is pursued, the County and City reserve the right to terminate this Agreement, by mutual written agreement between the County and the City, at any time prior to its stated termination date. In the event of such termination, or upon the stated expiration hereof, any then-existing valid contractual obligations of the Authority and the Airport shall become joint obligations of the County and City.

B. After Closure of Airport. In the event a Replacement Airport is activated and notification by FAA has been made to the Authority that the Airport has been permanently closed to all air traffic, this Agreement shall be terminated 1) either ten days after the recording of a deed conveying the last parcel of Airport real property to a third party, or one year after execution of an irrevocable purchase and sale agreement of the last parcel of the Airport property, whichever event is earlier, or 2) by mutual written agreement between the County and the City, at any time prior to its stated termination date, whichever is sooner.

ARTICLE III

CREATION OF AIRPORT AUTHORITY

Section 3.1: AIRPORT AUTHORITY

There is hereby created a separate administrative entity, pursuant to Section 67-2328, Idaho Code, to be known as the Friedman Memorial Airport Authority (the "Authority"). The Authority shall be a public entity of the State of Idaho with the powers set forth in this Agreement.

Section 3.2: GOVERNING BOARD

The Authority shall be governed by a board of commissioners (the "Authority Board") consisting of seven (7) members, to be appointed as follows: three (3) members shall be appointed by the Commissioners of the County; three (3) members shall be appointed by the City Council; and one (1) member to be appointed by a vote of the other six (6) Authority Board members in accordance with Section 3.7 (the "Independent Member"). The members so appointed may, but need not, be members of the governing board of the appointing entity.

Section 3.3: TERMS OF OFFICE

The members of the Authority Board that are appointed by the City Council or the County Commissioners shall serve for such period as may be determined by the City Council or the County Commissioners, as the case may be, from time to time. The Independent Member shall serve a two-year term commencing on January 1 of the year of appointment. Any member may be removed, and any vacancy filled, by the entity originally appointing such member, except the Independent Member, who may be removed only by a vote of the remaining Authority Board members consistent with Section 3.7.

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Section 3.4: OFFICERS

The Authority Board shall designate one (1) of its members as Chair, one (1) as vice-chair, one (1) as secretary, and shall appoint a treasurer who may be, but need not be, a member of the Authority Board, any of whom may be removed in the manner provided in the Bylaws of the Authority Board. The Authority Board may appoint other officers as it deems necessary.

Section 3.5: BYLAWS, MEETINGS

The Authority Board shall adopt bylaws for its own operation and shall establish such regular meeting dates (which shall not be less frequent than monthly) and times as it shall deem necessary. Regular and special meetings of the Authority Board shall be conducted in compliance with the Open Meetings Law, Idaho Code §74-201 *et seq.*

Section 3.6: QUORUM

A quorum for all decisions to conduct business shall consist of at least two (2) City members of the Authority Board and at least two (2) County members of the Authority Board.

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Section 3.7: DELIBERATIONS AND DECISIONS

All Authority Board members in attendance shall be entitled to vote on matters before the Board, however matters shall be approved only by a majority consisting of at least two (2) City members of the Board and at least two (2) County members of the Board.

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ARTICLE IV

POWERS OF THE AUTHORITY

Section 4.1: POWERS

In addition to any other powers set forth in this Agreement, the Authority Board of the Authority shall have and may exercise the following powers in the name of the Authority with respect to the Airport and a Replacement Airport:

- A. To sue and be sued in its own name.
- B. To adopt an official seal and alter the same at pleasure.
- C. To authorize any action by motion, resolution, or other official action.

D. To promulgate and adopt all necessary rules and regulations for the management and control of Airport property including, but not limited to, landing and takeoff areas (including runways and landing strips for aircraft); taxiway areas for aircraft; passenger and cargo ramp areas and facilities; aircraft parking areas and facilities; facilities for the purpose of controlling or assisting landings, takeoffs, and other movements of aircraft using the Airport, including, without limitation, control towers, flood lights, landing lights, beacons, signals, radio aids, and other conveniences and aids to operation, navigation, or ground control of aircraft; automobile parking; Airport terminal; aircraft tie-downs and hangars; hours and days of operation and all rules and regulations necessary for the safe, effective, and efficient operation of all Airport facilities.

E. To order, direct superintend, and manage all repairs, alterations, and improvements.

F. To lease or acquire land and to acquire, construct, or lease buildings, structures, facilities, and equipment.

G. To acquire in the name of the Authority, by gift or purchase, or by lease, such personal property as it may deem necessary in connection with the improvement, extension, enlargement, or operation of Airport facilities, and to sell, convey, lease, or dispose of any personal property, in accordance with the statutory requirements applicable to counties, upon such terms and conditions and for such consideration as the Authority Board deems appropriate.

H. To enter into contracts and agreements, cooperative and otherwise, affecting the affairs of the Airport, with the federal government or any of its agencies or instrumentalities, the state of Idaho and any of its agencies or instrumentalities, any corporation or person, public or private, any municipality, and any political or governmental subdivision, within or without the state, and to cooperate with any one or more of them in acquiring, constructing, operating, or maintaining the Airport.

I. To receive moneys and real or personal property from the County or the City and to receive gifts, grants, and donations of money or real or personal property from any person or entity, to expend or utilize the same for the purposes of the Authority, to deposit moneys in accordance with the public depository laws of the state, and to invest moneys of the Authority in investments permitted under Idaho Code §§ 67-1210, 67-1210A and 67-1210B.

J. To borrow money and incur indebtedness, not exceeding the budgeted revenues and expenses for the then-current fiscal year of the Authority, and not exceeding any Constitutional limitations or limitations of state law, and to evidence the same by notes, warrants, or other evidence of indebtedness.

K. To manage, control and supervise all the business and affairs of the Airport.

L. To hire an Airport manager and necessary employees, who shall serve at the pleasure of the Authority Board. Compensation for the Airport manager and Airport staff shall be fixed annually by the Board during the normal budget process.

M. To retain and compensate agents, engineers, and consultants.

N. To retain or employ regular legal counsel, and to retain such special legal counsel as may be deemed necessary.

O. To fix, periodically increase or decrease, and collect rates, fees, tolls, or charges for the use or availability of the facilities of the Airport.

P. To maintain civil actions and to enact fines for the abatement of any violation of any of the Authority's rules, regulations, or standards.

Q. To insure Airport property and to enter into contracts for insurance, including, but not limited to, liability insurance.

R. To maintain and administer recordkeeping and management functions.

S. To exercise all or any part or combination of the powers set forth in this Agreement, and to do all things necessary or incidental to the proper operation of this Agreement.

T. To take such actions as may be necessary to plan, secure approvals for, construct and operate a Replacement Airport and, in such event, to remediate and dispose of the site of the present Airport.

Section 4.2: LIMITATIONS ON POWERS

A. Nothing in the foregoing enumerations of powers shall be construed as authorizing the Authority Board (1) to create any legal, contractual, fiscal, or tort obligation binding upon the County or the City, or (2) to incur any indebtedness or liability in excess of the limits or authority provided by state law and the state Constitution.

B. The Authority shall have no power to levy or cause to be levied any taxes nor to require the County or the City to levy any taxes on its behalf.

C. The operation of the Airport by the Authority shall be subject to existing leases, rights, contracts, assurances, and privileges heretofore granted by the City and County.

D. All land owned by the County or the City (except the Friedman Grant Property), or by the County and City jointly, and devoted to use for the Airport as of the date of this Agreement, has been or shall be conveyed to the Authority for the use and benefit of the Airport. Any land hereafter acquired for Airport purposes shall, to the extent consistent with FAA regulations, be acquired by, and title thereto shall be held in the name of, the Authority. Land for a Replacement Airport shall be acquired in the name of the Authority. The Authority may convey or dispose of land at the Airport and/or a Replacement Airport in a manner that facilitates the permanent closure of the Airport, as well as the construction and funding of a Replacement Airport.

E. Title to all land, buildings, improvements, facilities, equipment, and personal property now in use on the Airport shall be held by the Authority. The Authority may convey or dispose of all land buildings, improvements, facilities, equipment, and personal property at the Airport and/or a Replacement Airport in a manner that facilitates the permanent closure of the Airport, as well as the construction and funding of a Replacement Airport.

F. In addition to the foregoing limitations, the Authority shall be bound and limited by the covenants and restrictions set forth in Article VI of this Agreement.

ARTICLE V

FINANCE AND BUDGET

Section 5.1: ANNUAL BUDGET

The fiscal year of the Authority shall commence on October 1 of each year and shall end on September 30 of the following year. The Authority Board shall prepare a preliminary annual budget for each fiscal year, showing the anticipated revenues and expenditures, which budget shall be adopted as set forth hereinafter. If the preliminary budget provides for a revenue request from the County or the City, the preliminary budget shall be certified to the County or the City prior to the publication of the preliminary budget

of the County and the City. Nothing herein shall be construed as obligating the County or the City to grant such revenue request.

On or before the second Tuesday in August, annually, there shall be held at a time and place determined by the Board a meeting and public hearing upon the proposed budget of the Authority. Notice of the meeting and public hearing shall be published in a newspaper of general circulation in the County in one (1) issue thereof. The place, hour, and day of such hearing shall be specified in said notice, as well as the place where such budget may be examined prior to such hearing. A summary of such proposed budget shall be published with and as a part of the publication of such notice of hearing in substantially the form required in Idaho Code §31-1604. On or before August 15 of each year, a budget for the Authority shall be approved by the Authority Board.

Section 5.2: AIRPORT FUNDS

The Authority shall establish such fund or funds for the deposit and expenditure of moneys as it deems necessary or appropriate, consistent with generally accepted municipal accounting practices, and shall provide for the manner of expenditure of funds. All moneys held in Airport funds by the County or the City shall be transferred to the funds of the Authority. The Authority Board shall require the annual audit of all funds by an independent auditor and shall provide copies of each annual audit to the County and the City. Authority funds will not be used in a manner inconsistent with federal law, 49 USC 47133, as the same may be amended from time to time.

ARTICLE VI

COVENANTS AND RESTRICTIONS

Section 6.1: The Authority shall comply with the following covenants and restrictions regarding operation of the Airport. All capitalized terms shall have the meanings assigned thereto in the Airport Master Plan, except as otherwise defined in this Agreement. The covenants and restrictions concerning Airport operations shall not apply to a Replacement Airport.

A. Any expansion of the land owned by the Authority shall be limited to that which is reflected in the Airport Master Plan, the ALP, or which is otherwise deemed to promote safe and economically viable Airport operations through an Authority approved planning process.

B. Future commercial airline activity shall be accommodated as reflected in the Airport Master Plan.

C. Aviation activities (as reflected in the Airport Master Plan) will be requested to observe a voluntary noise abatement program between 11:00 P.M. and 6:00 A.M.

D. The number of tie-downs and aircraft parking apron space for local and transient Airport parking needs should not be less than the space set after the 2013-2015 Runway Safety Area project or as provided in the Airport Master Plan.

E. The Design Aircraft Classification shall remain the equivalent of a CIII level or its successor aircraft (as such terms are defined in the Airport Master Plan).

F. To the extent possible, consistent with FAA regulations, landing from, or take-offs to, the north shall be discouraged.

G. The Authority shall obtain and maintain property damage and comprehensive liability insurance in amounts sufficient to protect the Airport property and to insure the County, the City, the Authority and the Airport against tort and other damage claims. The amount of insurance shall be set by the Authority and subject to approval annually by the County and the City, which approval shall not unreasonably be withheld.

ARTICLE VII

MISCELLANEOUS

Section 7.1: TERMINATION OF PRIOR AGREEMENTS

All prior joint powers agreements relating to the joint operation of the Airport are hereby terminated and superseded by this Agreement. Nothing herein shall be construed as impairing any existing contract obligations, all of which obligations shall continue in force and effect in accordance with their terms as obligations of the Authority. In the event of a conflict between this Agreement and any prior Memorandum of Understanding or other Agreement between the parties, the stated and agreed upon provisions of this Agreement shall control.

Section 7.2: ENFORCEMENT OF RULES AND REGULATIONS

In addition to the Authority Board's powers to enforce Airport rules and regulations by civil action, the City may, by ordinance, provide that the violation of any such rule or regulation shall be a misdemeanor and may provide for the enforcement of the same.

Section 7.3: INVALIDITY

If any section of this Agreement is declared invalid by a court of competent jurisdiction, or if the FAA refuses to honor this Agreement or any portion thereof, either party may terminate this Agreement within 60 days of such declaration of invalidity by written notice to the other party.

Section 7.4: EFFECTIVE DATE

The Agreement shall be in full force and effect from and after the date on which the last party executes this Agreement.

BLAINE COUNTY, IDAHO

By: Richard Fosbury, Chair

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By: Jacob Greenberg, Commissioner

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By: Angenie McCleary, Commissioner

Deleted: Richard Fosbury

BLAINE COUNTY CLERK

By: _____
Jolynn Drage

CITY OF HAILEY
Blaine County, Idaho

By: _____
Martha Burke, Mayor

Deleted: _____

ATTEST:

Mary Cone, City Clerk

Approved By:

FRIEDMAN MEMORIAL AIRPORT AUTHORITY

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By: _____
Jacob Greenberg, Chair

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Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Admin/Leg/Resiliency **DEPT. HEAD SIGNATURE:** HD/CPS/LH/RB

SUBJECT: Consideration of proposed Rubbish and Recycling curbside program expansion to include new programs, with consideration of elements contained within a hauling agreement with Obras, LLC dba Clear Creek Disposal to establish methods and rates of hauling solid waste and recycling materials for a 10-year period.

Preliminary decision is requested of the City Council at this time, so that the Agreements, Ordinance, and other documents for discussion at the April 26, 2021 public hearing can be completed prior to the public hearing.

AUTHORITY:

Idaho Code 50-329 giving authority for cities to enter into franchises.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey's long-term franchise ordinance governing rubbish/recycling hauling services with OBRAS LLC dba Clear Creek Disposal will expire on May 12, 2021. A new franchise ordinance has been noticed for public hearing on April 26, 2021, with final adoption no later than May 10, 2021. The Hailey City Council is now in the process of discussing the terms of a contract for services agreement and new rates with Clear Creek Disposal. We have broken discussion of the hauling agreements into parts:

March 29, 2021:

Changes to the residential corrugated cardboard hauling program were considered to potentially add residential curbside cardboard collection. Hailey already has an existing commercial corrugated cardboard collection program from businesses and townhomes. The addition of the residential program would eliminate the central drop-off cardboard dumpsters. If the city council determines not to adopt residential curbside cardboard collection, changes to the central drop-off program must be made, which could include a cardboard compactor or a manned site with limited hours.

April 12, 2021:

Changes to the compostable waste (food and yard) hauling program will be considered, to potentially add curbside compostable waste services for residents. There is an already existing restaurant/grocery pilot program in place, wherein Clear Creek Disposal hauls food waste from some businesses to Winn's Composting. If the city council determines not to adopt the proposed residential curbside compostable program, increasing the spring/fall yard waste collection program should be considered. If the city does determine to go forward with this curbside program, staff will develop a contract for services agreement with Winn's Composting to receive materials hauled from the City of Hailey.

April 13, 2021:

Hailey City Staff and Clear Creek Disposal will present to Blaine County Board of Commissioners, with discussion of the decisions made by the Hailey City Council to date and other items as shown in the attached staff memo to Blaine County Board of County Commissioners.

April 26, 2021:

Final public hearing on the franchise ordinance with final consideration and adoption of the contracts for services for commercial and residential hauling with Clear Creek Disposal and corresponding receiving contracts with Winn's Composting. Negotiation of the details within these contracts will depend upon city council decisions made in these series of meetings, and are ongoing.

Rates:

It is important to note that these programs are equal in terms of cost. The first program added, whether it be cardboard or compostable materials, will cost approximately \$6.50/month and requires the addition of:

- garbage trucks to pick up material every other week;

- garbage cans;
- labor and fuel to drive the garbage trucks through town every other week.

The second program added, whether it be cardboard or compostable materials, will cost approximately \$2.50/month and requires the addition of:

- garbage cans
- labor and fuel to drive the same garbage trucks used in the first program through town every other week.

These prices are approximate because the materials used in plastic garbage cans and metal dumpsters and trucks are increasing rapidly, with quotes only being honored by distributors for 15 days at this time.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The attached draft Agreement contains the working staff team's recommendations on the cardboard program and compostable materials hauling program for Hailey residents. We hope to get consensus and preliminary decision from the City Council regarding these programs. Following a city council motion, we will revise the draft Agreement based on the consensus of the council. The revised Agreement and corresponding rate increases will then be subject at a public hearing on April 26, 2021.

FOLLOW-UP REMARKS:*

MEMORANDUM

TO: Blaine County Board of County Commissioners

FROM: City of Hailey Staff: Heather Dawson, Rebecca Bundy, Lisa Horowitz
Clear Creek Disposal: Mike Goitiandia

DATE: April 13, 2021

RE: City of Hailey Rubbish and Recycling Materials Hauling

The City of Hailey's long-term franchise ordinance governing rubbish/recycling hauling services with OBRAS LLC dba Clear Creek Disposal will expire on May 12, 2021. A new franchise ordinance and increased hauling fees have been noticed for public hearing on April 26, 2021, with final adoption no later than May 10, 2021.

The Hailey City Council has been engaged in the process of discussing potential new residential services with the public. A franchise agreement, referred to by the franchise ordinance, will provide the specific scope of services that will be amendable over time based upon feasibility. Negotiation of the details will depend upon city council decisions made in its ongoing public meetings. In the process of these conversations, we have scheduled a time to check-in with the Blaine County Commission to discuss specific matters as they relate to the county's sustainability goals and projected outcomes, including that expressed in the county comprehensive plan: **Public Facilities and Services B-20: Facilitate expanded landscape/yard waste composting to reduce the waste stream. Collaborate with entities providing this service.**

1. On March 29, 2021 the Hailey City Council took public comment pertaining to corrugated cardboard collection. A significant volume of cardboard is hauled from Hailey's recycle drop-off dumpsters to the Blaine County Recycling Center. The cost of this hauling is imbedded within the Hailey residential rates. This site collects cardboard from all over the county, not just within Hailey. Many county residents use this drop-off site rather than driving their cardboard to Ohio Gulch. We would like to discuss with the county officials some better solutions, including potentially identifying:

- county property within the city for this service, and
- county participation in the cost of equipping and staffing the site, and
- county participation in the cost of hauling from the urban site to BC Recycling Center.

2. On April 12, 2021 the Hailey City Council will take public comment on collection of compostable materials for Hailey city residents, including food waste and yard waste. Our discussion with the county commissioners is directed toward the receiving of this material. Although delivery to Winn's Composting is an option, the county may wish to receive this material in whole or in part.

3. We are interested in fielding any questions the county may have about Hailey's efforts, and finding solutions to any concerns held by the county.

Heather Dawson

From: Mary Cone
Sent: Monday, April 05, 2021 8:56 AM
To: Heather Dawson; Lisa Horowitz
Subject: FW: Recycling comment

From: Ben benson <ystoneben@yahoo.com>
Sent: Sunday, April 4, 2021 6:30 PM
To: Mary Cone <mary.cone@haileycityhall.org>
Subject: Recycling comment

Dear Mary:

I would like to comment on the recycling options that are coming up for review soon. I agree with the residents who are against the compost option, as it would not be used by a majority of the town and in winter, not at all or very little, and the people who wish to compost are composting already. I would be for the cardboard pickup if it could get rid of the site that is now used.

Thank you,

Ben Benson

Heather Dawson

From: Amanda Moulton <amoulton11@gmail.com>
Sent: Sunday, March 28, 2021 8:52 PM
To: Mary Cone
Subject: Clear Creek Disposal franchise agreement

Dear members of the Hailey City Council,

I am writing to share my thoughts about the updated franchise agreement with Clear Creek Disposal that is currently under negotiation. I believe that it is imperative that we make bold moves as a community to divert as much material from the landfill as possible. This should be one of many actions we take to harmonize our way of life with the environment. The evidence is overwhelmingly clear that if we continue to treat the earth and her resources carelessly, we will see catastrophic global and local impacts within most of our lifetimes. Life will look drastically different a decade from now, and it is up to us whether we help to shape that new world or whether we let our inaction dictate how things end up.

No doubt this new franchise agreement will not be perfect, however, we can't let that stop us from adopting necessary new services to take us into the next decade. Adding a green bin for pickup is a fantastic idea since it would allow everyone to divert their organic materials from the landfill where they cannot properly break down and instead produce methane, a harmful greenhouse gas that is 20 times more powerful at trapping heat than carbon dioxide. Ideally there would be a plan for promoting the use of the green bin and educating the community on what goes into it year-round. Incentives should be in place so that community members will take the time and energy to sort their waste. The price structure as currently proposed requires everyone to pay for the green bin, even those who won't have access (i.e. apartment dwellers) or those who already have a backyard compost. I think it would be wise to offer the green bin for free and incorporate the cost to the City by increasing the rates for the 68- and 95-gallon trash bins. This would incentivize households to try and decrease the amount of waste that cannot be composted or recycled so that they can pay for the smallest trash bin. Another idea that would encourage more waste going into the green bin would be to charge by weight for the trash and only a small flat fee for the green bin. If the City was able to share updates on how many tons of organic waste was being diverted from the landfill over time, some might find that motivational. These ideas would encourage more people to use the bin so that the benefit would be greater, but even if we have to stick to the current price structure, the availability of a green bin will at least give Hailey residents the chance to do some good and we can work on getting more participation down the road.

Since 60% of food waste happens at the household level (that is, it's not wasted by the farmer or the grocery store or the restaurant), this is an area where we as individuals have the opportunity to make a significant impact. Many people may think the green bin is only for yard waste (Jane Drussel who was quoted in the March 10th Mountain Express seemed to), but we all have food waste year-round (though hopefully we are all making efforts to make less food waste!) and that food waste is a huge producer of greenhouse gasses. Food and yard waste CAN turn into beneficial compost which enriches soil and helps plants pull more carbon from the air and store it in the soil. However, when those organic materials end up in a landfill there is insufficient oxygen present for aerobic decomposition, and the resulting anerobic decomposition produces so much methane that landfills are the third largest producer of methane in the United States. The City of Hailey and its citizens must be given a chance to do their part to keep organic materials out of the landfill and thus reduce our community's greenhouse gas emissions.

I wholeheartedly support adding bi-weekly pickup of yard and food waste and hope that there can be promotion, education, and incentives that will make the green bin as beneficial as possible for everyone.

Mary Cone

From: Cathy Tyson <ctyson@syringamountainschool.org>
Sent: Sunday, March 28, 2021 9:52 AM
To: Mary Cone
Subject: Cardboard service options

Mary,

I have worked in the solid waste industry for years, and am an enthusiastic supporter of recycling.

I know convenience increases recycling rates. And residential paper/paperboard is the largest material percent (23%) of the municipal waste stream. The EPA says that 11.4% of MSW is OCC in 2018. Though until recently, 90% of OCC was from the commercial sector (only 10% from residential). Clearly residential OCC is increasing with recent COVID-induced online shopping.

I question the overall environmental impact of an additional truck on the street to collect OCC (old corrugated cardboard). I suspect overall carbon emission/savings favor putting another truck on the street, but it would be an easy sell if you knew and promoted that. I also wonder if rolling carts makes sense considering when I flatten large boxes, they may become wedged into the cart.

I definitely support putting a compactor at the river street collection site.

I also wish our recycling collection would only be for plastics 1 and 2, and even those ONLY if the market/buyer is within the USA. (Too much plastic is landing in oceans.)

Thanks,
- Cathy

Get [Outlook for Android](#)

Mary Cone

From: Sue Petersen <sue99p@gmail.com>
Sent: Saturday, March 27, 2021 10:16 AM
To: Mary Cone
Subject: Cardboard.

Of these options, I would prefer a cardboard compactor at the Park and Ride.

Putting cardboard in a recycling container outside my house sounds awkward, as most of the cardboard I recycle is from large packages and would entail a lot of cutting and folding to get it into the container - and I don't have enough for an every other week pick up.

How about the containers with an opening only big enough for broken down boxes?
Sent from my iPad

March 26, 2021

Dear Mayor Burke and Hailey City Council,

Thank you for allowing me to comment on the public hearing this coming Monday March 29th (PH0086) of Franchise Ordinance No. 1278. I have some concerns and questions about this proposed ordinance.

1. **Cost concerns:** We presently pay for a little over \$10/month for pickup of our 32 gallon trash container and separated recycling bins. As I understand the new proposed service rate for a 32 gallon trash would be \$23.74/ month, which includes the new base garbage rate of \$11.97. This is more than double-what we currently pay and would be an increase of \$141/ year. This penalizes the residents, such as us, who compost year round at home and drop off cardboard and glass at Park & Ride on River Street. I am alarmed that a resident can't refuse the additional charges for services they don't plan to use. I understand the need for a basic rate increase of about \$1 to the base garbage and sorted recycling collection but I do not support any mandatory charges beyond that if a resident does not wish to participate.
2. **Cardboard and glass drop off sites:** We really appreciate the opportunity to take our cardboard and glass to the collection site on River Street. Many times I see people are actually taking cardboard out for moving boxes and other uses. If there was only curbside pick-up, this 2nd use "recycling" could not happen and I would hate to see these drop-off sites eliminated.
3. **Organic waste pick-up:** We have been composting our kitchen waste and leaves and grass clippings for many years and will continue to do so. We would not use the organic waste pickup. What is considered acceptable organic waste? Any animal products – meat, fats, dog feces – are unacceptable to add to organic waste as it will putrify the compost created and encourage growth of dangerous pathogens and toxins such as salmonella and botulism. The proposal states organic waste would be picked up only once every 2 weeks- thus the smell of rotting waste sitting around in a container that much longer. I assume the organic waste would need to be taken out of plastic bags? I am not sure you can count on everyone to separate their organic waste correctly when some residents don't even sort recyclables reliably. More contaminants such as plastic will degrade the mixture. Where will this compost go and how will it be used? How much extra fuel will be used to pick it up and ship to a commercial composter?

On paper this organic waste program sounds like a worthy program but it **WILL accelerate growing issues with animals such as raccoons, skunks, and bears** being attracted to our neighborhoods especially if this organic waste is not put in animal proof cans. In addition, **allowing residents to put containers out the night before** contradicts what we heard from

Idaho Fish and Game Regional Communication Manager Terry Thompson and Councilwoman Kaz Thea present in February on how to minimize wildlife conflicts in the Wood River Valley. I would like to know how this new system will mesh with the ideas that were presented during their zoom program on Wildlife Smart communities. One of the goals mentioned was working with Clear Creek to offer heavier bear and animal proof containers to residents. How does the new proposed Hailey ordinance mesh with that goal? Winter will be an additional problem as most residents find it challenging to find space to place just the garbage can and recycling bin out. I can't imagine the challenge of adding containers for pickup.

I would suggest working with Idaho Fish and Game to evaluate their concerns with a separate organic waste container. I also suggest researching grants to purchase of home compost units and sell them to residents at a reduced price as was done in the 1990s through the Blaine County Extension Service. Many of my neighbors are still using these composters which have kept tons of organic waste out of the land fill and enrich our gardens without using synthetic fertilizers.

One solution would be to make the compostable pick-up only yard waste so there is no food waste to tempt animals. Our son's community in San Marcos has this program for yard waste and it works well. It would still remove much waste such as leaves, yard clippings, and branches out of the waste stream without creating unwanted wildlife conflicts.

Thank you for your time and consideration of my concerns,

Linda Ries

351 Eastridge Drive, Hailey

Mary Cone

From: Katherine Noble <86knoble@gmail.com>
Sent: Friday, March 26, 2021 12:43 PM
To: Mary Cone
Subject: Clear Creek corrugated cardboard recycling

Dear Sirs,

I would prefer being able to take cardboard to the current collection center. I have two rental residences at 413, and 413 1/2 First Ave North and I do not think we would be able to come close to filling a separate cardboard bin 2 x per month. Our cardboard recycling needs would be closer to once every other month for a bin at this address. And our recycling need would be sporadic. there could be 4 or 5 months when we would n't need pick up at all so I would prefer to take cardboard to the collection center.

Thank you,
Kathy Noble
208-720-5975

Mary Cone

From: Paul Ries <plries75@gmail.com>
Sent: Friday, March 26, 2021 11:08 AM
To: Mary Cone
Subject: Expansion of curbside recycling

Hi Mary, I would like to submit these comment for next week's Council meeting.

Mayor and City Council,

When I first heard the City was considering an expanded recycling program, I felt it was a great idea. I support nearly anything we can do to recycle more, and applaud you for taking this on.

After reviewing the proposal and its costs, however, I must regretfully request you not go forward with the program as proposed. The costs are just too high, and the benefits too few when compared to other alternatives – and I think there are a number of other viable, lower cost alternatives.

At our house, we work hard to reduce our environmental footprint. We take advantage of the available recycling programs, we compost, and we take measures to reduce our waste and use the smallest trash receptacle available. This costs us \$10.25 per month. Adding an additional program and increasing costs by over 60% for either cardboard or compostables, and by nearly 90% for both is not, in my opinion, justifiable or necessary.

I also feel there are more efficient alternatives (in terms of both energy and labor) to running a big truck up and down every street in Hailey.

Here are my thoughts on each-

Cardboard – I understand the current cardboard recycling program is not working all that well. People do not break down their boxes and as a result, the bins are not able to operate at capacity. Yet, at the same time, I often see people rummaging through the bins to retrieve cardboard boxes for their own use – which is a good thing.

Compost – At our house, we have three compost bins. They are able to handle nearly all our kitchen and yard waste over the course of the year. The exception is we find we need to make a trip to the dump in the spring and fall when we do major cleanup and have tree branches and other large items that are too big for our composter. Our situation is not unique, and I believe the citizens of Hailey who are interested in composting already do it – either with their own compost bins, or in the case of several of our neighbors, a friend's bin. One of our neighbors has several friends who bring their compostables to her bins. I do not see any of us changing our habits for a curbside program. Besides, we like having the compost. I also can't imagine hanging on to food waste for two weeks – especially in the summer. I wouldn't want it in my garage at that time of year, yet I wouldn't want it outside where it would attract a variety of critters.

My recommendation would be-

- Definitely continue the program for compostable yard debris in the spring and fall (+ for Christmas trees) at the city parking lot on River Street. This is a great service to the community and the ratepayers. People appreciate it.

- In lieu of curbside pickup, consider expanding the program to also include a regular Saturday (or Saturday morning) dropoff there as well. It would most likely use dumpsters and need to be staffed (either by volunteers or a paid employee), but would be much less expensive and more energy efficient than curbside pickup.

We have had the benefit of living in a number of communities over the years, and been part of a variety of different programs. I have seen services like this work very well using a roll-off dumpster and volunteers.

- The program could also be set-up to include kitchen waste and cardboard on Saturdays. This would allow people to hang on to their compostables for one week instead of two.

I also think it would be worth exploring partnerships with existing businesses. This is a great community. People and businesses already volunteer and give back in so many ways from community events to park maintenance. Recycling would provide additional opportunities.

- There are a number of businesses with cardboard compactors. Would one of them be willing to accept cardboard from the public? It could provide an incentive for customers to shop with them rather than a competitor. The grocery stores (particularly the new one) should at least be asked.
- Where does the cardboard come from? At our house, it is mostly from FedEx and UPS. They each have programs to reduce their environmental footprints. Would they be willing to help?
- Restaurants and grocery stores already have significant food waste. Would one of them be interested in also accepting food waste from the public for composting along with their own?

These are all just a few thoughts off the top of my head. I am sure there are many more options and ideas that others will have.

Once again, thank you for your work to reduce our environmental footprint by providing more recycling and composting options here in Hailey. I feel it imperative that other less costly and more energy efficient options be considered before moving forward.

Paul Ries

Mary Cone

From: Elizabeth Jeffrey <makeitgreen@me.com>
Sent: Friday, March 19, 2021 10:13 AM
To: Mary Cone
Subject: Clear Creek Franchise agreement

Thank you for the opportunity to share my thoughts about the potential changes available on our trash hauling franchise agreement. I appreciate the City's efforts to reduce our waste stream while providing a solid hauling system within the City limits.

If I understand all available options correctly, I would only favor adding the site maintenance element to the Park and Ride recycling site for \$.16/ mo.,

Although food waste is a serious issue, I feel that there are too few residents who would use the curbside food waste composting to justify the transition and the monthly cost. The percentage of those who don't use their disposals and don't already compost on site and who would switch to a 2-x week food composting opportunity seems very small to me. Maybe it's been surveyed and I missed it? Using the same bin for cardboard and food scraps over a 2-week alternating period also seems very complex and problematic.

Although I see the upsides of cardboard pickup I think putting it in a shared food waste bin would cause contamination of the cardboard and laying it on the street could cause wind issues.

And adding another baler at the site adds to our community energy load and seems like it would have to be staffed fulltime in order to be safe and not allow general public to compact all the Styrofoam and litter that typically goes in those bins.

Options that I think would help reduce our community waste stream:

- 1) Weekly food compost pick up for all local restaurants and grocery stores and
- 2) More seasonal curbside or multiple City site residential landscape pick up for branches and other landscape organics. (In our neighborhood in Boise there was a semi roll off container in a nearby parking lot that was available for citizen drop off of all yard waste throughout the season. We used it often and never saw contamination or mess on the site. I don't know how the City of Boise handled that clean up but it worked well for us) and
- 3) Recycling for our increasing number of multi-family dwellings and a large, long term outreach and education campaign to work at improved understanding and participation in present recycling.

Thank you again for this opportunity for input.

Elizabeth Jeffrey
makeitgreen@me.com

Mary Cone

From: Jana Arnold
Sent: Wednesday, March 17, 2021 11:41 AM
To: Mary Cone
Subject: new garbage rates

I just wanted to voice my opinion of the new proposed garbage rates. I am very much opposed to this. I don't need any of the added services and don't want to help subsidize those who do. If I want to compost, I will do that on my own. I am happy taking my own cardboard to the recycling center, so the bottom line is the rate increase is too sizable for little pay off in my situation.

Thank you.

Jana

Heather Dawson

Subject: FW: recycling

From: dana dugan <danafan@gmail.com>
Sent: Monday, March 15, 2021 12:29 PM
To: Heather Dawson <heather.dawson@haileycityhall.org>
Really. I felt like mine went up!
Maybe I need to reword the recycling suggestions.

On Mon, Mar 15, 2021 at 12:23 PM Heather Dawson <heather.dawson@haileycityhall.org> wrote
Oh, I see. Hailey taxes went down almost \$100 per \$100,000 valuation in the past year or two, due to no Hailey bonds or tax measures. My tax bill was significantly lower overall, including schools.
Heather

From: dana dugan <danafan@gmail.com>
Sent: Monday, March 15, 2021 10:33 AM
To: Heather Dawson <heather.dawson@haileycityhall.org>
Hi Heather.
I was referring to the bonds in our taxes that cover schools etc.
Thanks

On Mon, Mar 15, 2021 at 10:10 AM Heather Dawson <heather.dawson@haileycityhall.org> wrote:
Hi Dana,
I received your correspondence and am trying to fully understand it. To what are you referring with the phrase "heavy bond costs"?
Heather Dawson

From: dana dugan <danafan@gmail.com>
Sent: Sunday, March 14, 2021 10:10 PM
To: Mary Cone <mary.cone@haileycityhall.org>
Subject: recycling

I feel the additional costs for recycling - on top of the heavy bond costs to residents (homeowners) - is already burdensome.

I think the City should do a campaign (ads in WR Weekly, and on Social Network) to encourage recycling, with a clear message on what is recyclable. The Hailey Climate Action Coalition (HCAC) could help with the Social Network.

- 1) pictures used to show what is not recyclable
- 2) educate customers about what can be recycled by sending letters when trash collectors see the wrong thing in the bins. If people abuse the program, resort to small fines ie: if residents contaminate the recycling bin with non-recyclables three times, the city can fine \$10. Thereafter \$25
- 3) for those who put plastic and cardboard in trash, the same fines would apply.

thanks for your consideration.

Cheers - Dana

FRANCHISE AGREEMENT

(Residential Solid Waste and Recyclable Materials Collection)

This Franchise Agreement ("Agreement") is made and entered into this ____ day of May, 2021, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor").

RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho.
- D. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1278, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential solid waste and recyclable materials within the city limits of Hailey, Idaho.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste collection, herein defined as the "Garbage Fee";
- b. A Fee for co-mingled recyclable materials collection, which is collected in unlimited quantities using 14 gallon bins issued by contractor or any other

- suitable container, herein defined as the “Recyclable Materials Fee”.
- c. A Fee for corrugated cardboard materials collection, which is collected on a biweekly basis in bins issued by contractor, herein defined as the “Corrugated Cardboard Fee”.
 - d. A Fee for compostable materials collection, which is collected on a biweekly basis in bins issued by contractor, herein defined as the “Compostable Materials Fee”.
 - e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herin defined as the Glass Collection- Site Management Fee”.
 - f. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
 - g. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

“Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

“Corrugated Cardboard means dry, clean corrugated cardboard material accepted for curbside pick-up by the Blaine County Recycling Center.

“Glass Collection Site means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center

“Hazardous Materials” means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be “hazardous” as that term is defined by or pursuant to federal or state law.

“Recyclable Materials” means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

“Residential Customer(s)” mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

“Self-Hauling” means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

“Solid Waste” means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

2. Exclusive Agreement. Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and

Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided., however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste.

3. Term. The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031.

4. Duties and Responsibilities of Contractor.

- A. General Duties. Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.
- B. Scope of Services.
 - 1. Weekly Residential Solid Waste and Recyclable Materials Collection. The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.
 - 2. Biweekly Residential Corrugated Cardboard and Compostable Materials Collection. The Contractor shall provide on a biweekly basis curbside collection of Corrugate Cardboard in approximately 32, 68 or 95 gallon roll carts and alternate biweekly collection of Compostable Materials in standardized compostable bins. Contractor shall distribute one or more roll cart in the size requested by the Residential Customer, and one standardized compostable bin. Types and disposal methods for Corrugated Cardboard and Compostable Materials shall conform with the standards established by the agency receiving these materials, which agency shall be Winn's Composting and/or the Southern Idaho Solid Waste District and Blaine County through its corrugated cardboard collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.
 - 3. Collection of Solid Waste, Recyclable Materials, Compostable Materials and Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (*e.g.*, weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (*i.e.*, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling

on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.

4. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, at no charge to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal, at location(s) to be determined. All glass receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.
5. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
6. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3rd party contractor with information and to help with dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.
7. Customer Inquiries. The Contractor shall respond to the following customer requests about:

- i. Information regarding service options and procedures.
 - ii. Missed collections.
 - iii. Late set outs.
 - iv. Extra pickups.
 - v. Start-up or termination of service.
 - vi. Delivery and return of containers and bins.
 - vii. Conversion of containers.
 - viii. Billing and payment inquiries.
6. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.
7. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.
8. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.
9. Alternative Fuel Hauling Equipment

5. Duties and Responsibilities of Hailey.

- A. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.
- B. Billing. Hailey shall be responsible for billing all customers covered by this Agreement for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by

resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective 60 days following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- C. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), as described herein, to Contractor on or before the last day of _____, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.
- D. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in § 13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue garbage service. Hailey shall make good faith efforts to collect on any delinquent account.
- E. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.

6. Franchise Fee. As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

7. Security. The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter

of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Insurance.

A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

1. Comprehensive General Liability and Property Damage Insurance.

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

2. Automobile Liability (owned, non-owned and hired).

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

Minimum Limits

Per Accident	\$5,000,000
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4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.

A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.

B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.

C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Equipment and Personnel.

- A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.
- B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement, and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

10. Data Collection. During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

11. Default and Termination. Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement

immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.

- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours,, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the tight to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.

12. Indemnification. The Contractor and its employees are independent contractors. and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

13. Annexation. In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph 2 of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

14. Ownership of Solid Waste. Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never

have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

15. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

Recycling and Composting Revisions. In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph S(B) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph S(B) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

16. Miscellaneous Provisions.

- A. Paragraph headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- C. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- D. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit 'is actually filed, and on any appeals, and in any bankruptcy proceeding.
- E. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives,

successors and assigns of the parties hereto.

- F. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- G. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- H. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- I. 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.
- J. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- L. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- M. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H.
Hailey, Idaho 83340

CONTRACTOR: OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.
P.O. Box 130
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of

mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- N. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.

- O. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF HAILEY

By: _____
Martha Burke

ATTEST:

CONTRACTOR

By: _____
Mike Goitiandia, Managing Member

CITY OF HAILEY
RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF FRANCHISE AGREEMENT WITH
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL
SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential Solid Waste, Compostable Materials And Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional 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 Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

DATED this _____ day of _____, 2021

CITY OF HAILEY

By: _____
Martha Burke

ATTEST:

City Clerk

CONTRACTOR

By: _____
Mike Goitiandia, Managing Member

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Admin/Leg **DEPT. HEAD SIGNATURE:** HD/CPS

SUBJECT: Public Hearing, Adoption, and 3rd Reading of proposed Ordinance No 1278, amending Hailey Ordinance No. 1261 and 1057, the Idaho Power Electric utility franchise ordinance, to enter into a new 10-year franchise agreement

AUTHORITY:

Idaho Code 50-329. FRANCHISE ORDINANCES — REGULATIONS. No ordinance granting a franchise in any city shall be passed on the day of its introduction, nor for thirty (30) days thereafter, nor until such ordinance shall have been published in at least one (1) issue of the official newspaper of the city; and after such publication, such proposed ordinance shall not thereafter and before its passage be amended in any particular wherein the amendment shall impose terms, conditions or privileges less favorable to the city than the proposed ordinance as published; but amendments favorable to the city may be made at any time and after publication...No franchise shall be created or granted by the city council otherwise than by ordinance, and the passage of any such ordinance shall require the affirmative vote of one-half (1/2) plus one (1) of the members of the full council. Franchises created or granted by the city council for electric, natural gas or water public utilities, as defined in chapter 1, title 61, Idaho Code, or to cooperative electrical associations, as defined in section 63-3501(a), Idaho Code, shall be for terms of not less than ten (10) years and not greater than fifty (50) years unless otherwise agreed to by the utility or cooperative electrical association. All publications of ordinances granting a franchise, both before and after passage, shall be made at the expense of the applicant or grantee. Where an ordinance granting a franchise is sought to be amended after the same has been in force, the provisions of this section as to publication, before final action upon such amendment, shall apply as in cases of proposed ordinances granting original franchises.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

1. This ordinance was introduction and First Reading held on Feb 22, 2021
 2. 2nd Reading of proposed Ordinance – March 29, 2021
 3. Public Hearing and potential adoption of Ordinance and Third Reading following 30-day waiting period – April 12, 2021
 4. Publication of Adopted Ordinance – April 21, 2021
 5. Effective date of new ordinance – May 1, 2021.
-

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Open public comment on proposed Ordinance, after which a motion to adopt Ordinance 1278 should be made, with 3rd reading by title only.

FOLLOW-UP REMARKS:*

ORDINANCE NO. 1278

AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAILEY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS, RADIO FREQUENCY, 5G OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAILEY, IDAHO THAT;

SECTION 1. The City of Hailey, Idaho (hereinafter called the “City”) hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the “Grantee”) the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of ten (10) years from and after ____ (the effective date of this ordinance), however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics, radio frequency, 5G, data transmission or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City’s requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee’s electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable local, state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It is a stated goal of the City to have all new electrical facilities underground. Grantee recognizes this goal and will work with the City to facilitate the undergrounding of new electrical facilities, following Idaho Power's applicable rules for cost recovery for underground facilities. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee will work in good faith to collaborate with the City as it works toward its clean energy goals. In order to demonstrate this desire, the City and Grantee have entered into a Joint Clean Energy Cooperation Agreement.

SECTION 7. The City and Grantee shall work together to develop a management plan of existing Grantee-owned street lights within the City of Hailey, including but not limited to: mapped locations of Grantee-owned streetlights; documentation of lumen level and dark sky compliance;

design and location of future replacement street light; and a process whereby City, Grantee and/or citizens may petition for a light removal, shielding options, and/or light distribution patterns. Upon the City's request, Idaho Power and the City will update the streetlight management plan on an annual basis. All fees associated with Grantee's streetlight work under the master plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, as amended.

SECTION 8. City reserves the right to charge a periodic fee, otherwise lawfully allowed, upon any other public service utility, telecommunication, radio frequency, or data transmission providers which may be co-located on Grantee infrastructure ("Attaching Parties"), such as poles, where placement of same would not interfere with Grantee operations, and is otherwise available with the mutual consent of Grantee. Grantee will not be responsible for the assessment or collection of any such City charges on the Attaching Parties, and the City charges on the Attaching Parties will not affect any separate fees that the Grantee assesses on the Attaching Parties for attaching to Grantee's facilities.

SECTION 9. On an annual basis, the Grantee shall provide to the City a quarterly energy use summary of the residential, commercial and irrigation power consumption within the city limits; provided however, that the Grantee shall have sole discretion to aggregate the data as Grantee deems necessary to protect the confidential and proprietary nature of the information. In addition, on an annual basis, the Grantee shall provide monthly power data to the City for its owned-and-occupied facilities, and by special request as needed for analysis for City projects; provided that the data is available to Grantee in its systems in the format requested.

SECTION 10. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 11. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Hailey shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 12. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 13. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to three percent (3%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectible amounts. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 14. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder the maximum allowed by law, by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 15. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 16. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 17. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 18. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service, beyond its current hydro facility, during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 19. In the event of an amendment to the laws, rules or regulations of the City of Hailey, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 20. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 21. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 22. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 23. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 24. The existing franchise agreement between the City and Grantee set forth in Hailey Ordinance No. 1057, dated July 22, 2010, shall terminate upon the effective date of this ordinance.

SECTION 25. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take full force and effect on May 1, 2021 and after its passage, approval and publication according to law.

SECTION 26. 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 27. All Ordinances, including Hailey Ordinance No. 1057 or parts thereof in conflict herewith are hereby repealed and rescinded.

PASSED AND ADOPTED by the Council of the City of Hailey this 12th day of April, 2021.

APPROVED by the Mayor this 12th day of April, 2021.

Mayor

ATTEST:

City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this ____ day of _____, 2021.

By: _____
Adam Richins, SVP & Chief Operating Officer

ATTEST:

Secretary
(Seal)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Consideration of a Final Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. This includes development of three (3) cottage single-family lots. A 7.88-acre Park will be dedicated in Phase I. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: On March 2, 2020, the Hailey Planning and Zoning Commission approved the Preliminary Plat Application by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. This includes development of three (3) cottage single-family lots.

The City Council considered and approved the Preliminary Plat Application on May 19, 2020, as outlined in the attached Findings of Fact, Conclusions of Law and Decision, signed June 8, 2020.

This Final Plat Application will be heard concurrently with a Security Agreement and Right-of-Way Maintenance Agreement.

ATTACHMENTS:

- 1. Staff Report
- 2. Final Plat of Phase I
- 3. Sidewalk In-Lieu Estimates

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	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Conduct a public hearing on the Sunbeam Subdivision Final Plat Application for Phase I, and approve the final plat.

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 by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots, finding that the application meets all City Standards, and that Conditions (1) through (7) are met.



STAFF REPORT
Hailey City Council
Regular Meeting of April 12, 2021

To: Hailey City Council

From: Lisa Horowitz, Community Development Director

Overview: Consideration of a Final Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. This includes development of three (3) cottage single-family lots. A 7.88-acre park will be dedicated in Phase 1. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development.

Hearing: April 12, 2021

Applicant: Marathon Partners, LLC

Project: Final Plat of Sunbeam Subdivision – Phase I

Location: Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey (Phase I)

Size: 54.38 acres

Zoning: Limited Residential (LR-1)

Notice: Notice for the public hearing was published in the Idaho Mountain Express on March 24, 2021, and mailed to property owners and public agencies on March 23, 2021.

Application: Consideration of a Final Plat Application by Marathon Partners, LLC, Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots. More specifically:

Phase I: 70 Lots, 85 units total

18 Cottage Units

12 single family lots less than 8,000 sq. ft.

55 single family lots greater than 8,000 sq. ft.

Phase II: 45 Lots, 62 units total

20 Cottage Units

12 single family lots less than 8,000 sq. ft.

30 single family lots greater than 8,000 sq. ft.

Total Number of Units Proposed (Phases I and II): 147 units

Total Number of Lots Proposed (Phases I and II): 115 Lots

The total park/open space contribution between the two phases is 7.88 acres, which meets the park requirements of the Hailey Municipal Code. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development. This project is located in the Limited Residential (LR-1) Zoning District.

In-lieu of actual construction, the Applicant intends to provide a security in the amount of \$2,453,833.40 to the City. The Applicant is requesting approval for the Final Plat Application, 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.

Section 16.03.030.C. requires that the following shall be submitted with the final plat:

1. A summary of the status of required infrastructure improvements and other Conditions of Preliminary Plat approval.

Status of each phase of infrastructure has been estimated under each Standard of review in this report. Staff has noted the status of each Condition of Approval from the Preliminary Plat.

2. An explanation of why any required items have not been completed and estimated future completion dates.

The applicant has stated that “they understand the need for housing in the Wood River Valley, and that providing property for future landowners in late spring as opposed to late fall or winter could give prospective buyers an extra construction season to fill the void.”

3. An estimated cost of incomplete items and a proposed bond, to be reviewed by the City Engineer, and as per Section 16.03.030, K.

Detailed cost estimates of incomplete items have been submitted and reviewed by the City Engineer. The City Attorney has reviewed the bond as to form.

Hailey City Council considered and approved the Preliminary Plat Application on March 2, 2020, subject to the following conditions (text in bold indicates the status of each condition):

General Conditions:

1. This project is a phased project and is a Planned Unit Development (PUD). This approval is for Phase I of the overall plan. An Area Development Plan and Phasing Plan shall be adopted as part of the PUD Development Agreement prior to approval of the Phase I Preliminary Plat. **This standard has been met.**
2. All Fire Department and Building Department requirements shall be met. **This standard will be met.**
3. 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. **This standard will be met.**

4. 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. **This standard has been met.**
5. 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 standard has been met.**
6. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat. **These fees have not yet been paid, but will be paid prior to plat recordation.**
7. Any Application Development Fees shall be paid prior to recordation Final Plat. **The PUD Development Agreement for this project requires that a fee of \$195,484.25 through June 1, 2020 and \$11.82 for each day thereafter until the plat is recorded at which time the entire amount is due and payable. Staff will calculate the entire fee and will require payment at the time of recordation.**
8. Prior to construction, the Applicant shall submit the following:
 - a) A Site Alteration Permit
 - b) A Storm Water Pollution Prevention Plan (SWPPP)
 - c) An Erosion Control Plan

This standard has been met. The above plans were supplied on April 6, 2021.

Streets and Right-of-Ways:

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:
 - A. The Applicant shall submit a Street Signage Plan at final design. **This standard has been met. Intersection details can be found starting on Sheet C1.4. All proposed street and stop signs have been identified in the respective intersection detail. Street Signage Plan.**
 - B. The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design. **A Traffic Control Plan that was implemented during utility construction in Quigley Road was submitted/approved prior to construction. A Traffic Control Plan will be submitted to the Streets Department for the remaining work on Quigley Road for bike path and drainage infrastructure before said construction begins. The Construction Staging Plan has been submitted. This standard has been met.**
 - C. All proposed roads within the development shall be dedicated public streets according to City Standard 12.04.010, shall allow public parking and be subject to all other uses

and restrictions identified in City Code, with the exception of any private streets approved as part of development of cottage lots. **This standard will be met; dedication occurs at the time of plat recordation.**

- D. Vision triangles shall be unobstructed at intersections. This shall be shown on the Civil Plans at final design. **This standard has been met. Drawings were reviewed and approved by the City on April 7, 2021.**
- E. Minimal driveway crossings of the 10'-wide multi-use paths are preferred. **This standard will be met.**
- F.

A final landscape plan for the right-of-ways, acceptable to the City and the Applicant, shall be developed prior to final approval of construction drawings, including tree locations. **A final landscape plan was submitted on March 29, 2021 and has been reviewed by the City Arborist. The City Arborist suggests that the plant material warranty be extended to cover at least two (2) spring seasons due to the size of the project. The Council should discuss this and determine whether this be made a Condition of Approval.**

Additionally, the City Arborist would like to be involved in discussion and coordination of the streetscape irrigation controller. Lastly, the City Arborist suggests that the Hawthorne Trees planted adjacent to the parking area could be reconsidered and/replaced with thornless trees.

A Right of Way maintenance Agreement has been developed which outlines responsibilities within the rights of way. In particular, drought tolerant grasses which require low water use have been designed in and around the street trees.

- A. The Applicant will enter into a Maintenance Agreement with the City, binding on the Subdivision's HOA, to address landscape maintenance, HOA maintenance of the native grass area between the pathway and roadway, trees, grass and installation and repair of associated irrigation (with the exception of costs to water the landscaping) within the public right-of-way. The Maintenance Agreement shall spell out responsibilities if trees are damaged during snow maintenance and other events. **The Right-of-Way Maintenance Agreement has been submitted and will be reviewed by Council at the April 12, 2021 public hearing. The agreement is modeled after the Quigley Farms Right of Way Agreement.**
- B. The Subdivision's HOA shall keep the 10'-wide multi-use path on San Badger Drive free of snow year-round commencing at the time of Phase II final plat recordation. **This standard will be met during Phase II.**
- C. All utilities shall be installed underground. **This standard will be met and is currently underway. Approximately 30% of utility installation is complete.**
- D. Detailed plans for the proposed pathway/existing Old Cutters sidewalks for the tie in at Gray's Starlight Drive and San Badger Drive shall be provided at final design. **This has been shown on the construction drawings dated July, 2020 and revised on March 24, 2021 (Sheet C-5).**
- E. A portion of Doc Bar Drive within the Old Cutters Subdivision is unpaved. The Applicant shall pave this portion of the street prior to recordation of the final plat of Phase II. **This**

standard will be met at Phase II. The unpaved portion of San Badger will be paved as part of Phase 1, and is shown on page C-5 of the Construction Drawing set.

- F. Two cost estimates to determine the final amount of the Phase I partial sidewalk in-lieu payment shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the partial sidewalk in-lieu payment prior to City Council review of Final Plat. **Because construction is underway and contractors pricing is a known quantity, the City Engineer is confident in the accuracy of the sidewalk and pathway costs, and is comfortable with one cost estimate. The Applicant has utilized Skyline’s construction unit costs to calculate approximate construction costs for both the proposed path and sidewalk improvements and separately, sidewalks per Title 18. Previously, the City had agreed that the difference between the two costs would be the sidewalk in-lieu fee. In comparing the two, the construction cost of the proposed sidewalk and path improvements is higher than the cost of sidewalks per Title 18. In anticipation of Sunbeam Subdivision Phase II, which will likely have a larger sidewalk in-lieu fee, the Applicant would like to request that the added Phase I pedestrian improvements cost be deducted from future Phase II sidewalk in-lieu fees. The Applicant is proposing an estimate for the construction of sidewalks and pathways within Phase I in the amount of \$328,903.68. Pursuant Title 18, an estimate for sidewalk improvements is \$314,611.32. The difference between the two estimates is \$14,292.36.**

The Council should discuss and either augment the Condition of Approval, as noted above, remove altogether or leave as written.

- G. Canal crossing/Culvert details for the pathway canal shall be provided at final design. **This standard has been met (see Sheet C1.9 of Construction Drawings).**
- H. Drywell and other construction details shall be provided at final design. **This standard has been met (see Construction Drawings dated March 24, 2021).**
- I. The Applicant shall set aside land area for the following public transit facilities and accessories in the following areas:
- i. Intersection of Quigley Road and San Badger Drive (north side of Quigley Road):
 - a) Land area shall be set aside for a future bus stop location along the property frontage of Quigley Road. This area shall allow for a future paved bus stop 80’ in length with adequate off-street pullout for buses.
 - b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter, to be located east of the proposed intersection of San Badger Drive and Quigley Road (southern entrance/exit to the subdivision) and on the north side of Quigley Road.
 - ii. Public right-of-way fronting the southwest property line of proposed Lot 54 in the Sunbeam Subdivision (Phase I) and public right-of-way fronting the proposed park in Block 6 (across Gray’s Starlight Drive):
 - a) Land area shall be set aside for a future bus stop location along the property frontage of at locations suitable to Mountain Rides and the Applicant. This area shall allow for a future paved bus stop 80’ in length with adequate off-street pullout for buses and red-painted curb.

- b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter adequate to serve passengers in the opposite direction from the bus stop located in front of proposed Lot 54.
- c) The PUD Development Agreement shall stipulate bus stop curb, signage and shelter improvements to take place in Phase II of the project.

The current road and right-of-way layout has been designed to accommodate for these future bus stops. This standard has been met.

Water and Wastewater:

- 10. 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:
 - A. Water valve locations shall be provided at final design. **This has been provided; however, the water valve coming from Gray's Starlight Drive into the project shall be changed on the plans. The Applicant did not hot tap the main line connection, as the cap was removed and the main line was continued into Sunbeam Subdivision. This standard has been met.**
 - B. Proposed tree plantings shall be located 5' or more from the water main, water services or water vaults. Trees located within 10' of water mains shall be the Applicant's or lot Owner's responsibility to replace if damaged due to water main repair or maintenance. These standards are shown on the landscape plans submitted on March 29, 2021. **This standard will be met.**
 - C. Water mains shall be located 5' or more from the property lines or other obstructions (i.e., trees, etc.). **This standard will be met.**
 - D. A 'hot tap' shall be installed at the Quigley Road tie in. **This is no longer applicable, as an existing stub going into the project off of Quigley Road was found.**
 - E. The sewer effluent shall be split so Phase I transmits southerly and Phase II portion transmits westerly. A sewer profile shall also be provided at final design. **This standard has been met.**
 - F. A minimum 6" sewer service shall be installed for future redevelopment parcels (i.e., Lots 8, 42, 50 and 65). **There are no 6" sewer service lines in the revised plans. Eight inch (8") mainlines have been installed into Lots 41, 49 and 64. The revised plans see a slight reconfiguration of lots; therefore, the example lots noted in the above condition are no longer applicable. Per the Wastewater Division Manager, the 8" mainlines are sufficient and this standard has been met.**

Parks and Open Space:

- 11. Final design for the Phase I Park, including detailed review of improvements, shall be approved by the City Council prior to preliminary plat approval. **This standard has been met. The Council reviewed the final design for Phase I of the Park on July 13, 2020.**
- 12. Pursuant Section 16.04.110 of the Hailey Municipal Code, the Applicant shall install at least one

(1) more tree of four (4") inch caliper or larger in the proposed park space (Parcel A). **This standard has been met, as shown on the Final Park Plans.**

13. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. The sixteen (16) Quercus Alba Trees shall be reduced to twelve (12) trees. **This standard has been met, as shown in the Final Park Plans.**

14. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. Fifteen (15) Malus X 'Snowdrift' Trees shall be reduced to twelve (12) trees. **This standard has been met, as shown in the Final Park Plans.**

Other:

15. Hiawatha Canal:

A. The canal shall be surveyed prior to final plat to accurately determine location. **This standard has been met.**

B. A plat note shall be added (Plat Note No. __) that states, "No encroachment upon the canal easement interfering with its use and enjoyment is permitted without prior consent of the Hiawatha Canal Company." This Subdivision is subject to the Hiawatha Canal/Sunbeam Subdivision Maintenance Agreement recorded as Instrument No. _____, in the records of Blaine County, Idaho". **Reference to the Maintenance Agreement has been added as Plat Note #9. This standard has been met.**

16. The following shall be added as a plat note and a restriction in the Development Agreement:
"The following turf landscape restrictions apply:

- A. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
- B. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
- C. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
- D. For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.
- E. 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.
- F. 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.

This standard has been met and added as Plat Note #21.

17. A plat note (Plat Note No. _____) shall be added that states, "Four (4) single-family cottages lots containing not less than 23 cottage units are proposed within the Subdivision or unless otherwise approved by the City. All single-family cottage lots shall be developed as designated on the plat". **This has been added as Plat Note #10. This standard has been met.**
18. A plat note (Plat Note No. _____) shall be added that states, "Pet food shall be stored and fed in a manner that does not attract nuisance wildlife, such as skunks, raccoons, magpies and red foxes". **This has been added as Plate Note #19. This standard has been met.**
19. A plat note (Plat Note No. _____) shall be added that states, "Recreational activities shall follow the Administrative Guidelines for Winter Wildlife, as set forth by Blaine County, the City of Hailey, the Bureau of Land Management and the Idaho Department of Fish and Game". **This has been added as Plat Note #20. This standard has been met.**

Procedural History: The Application was submitted on March 12, 2021 and certified complete on March 24, 2021. A public hearing before the Hailey City Council for the Final Plat Application is planned for April 12, 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 March 15, 2021, 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 reflects all changes and revisions recommended and requested by the City Engineer.

Public Works (Streets): The Final Plat reflects 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. 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 July 30, 2020. Bi-monthly meetings were held over the summer and fall to discuss project progress. Detailed notes as to construction progress were submitted monthly by the project engineer.

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.

Section 16.03.030.C. requires that the following shall be submitted with the final plat:

1. A summary of the status of required infrastructure improvements and other Conditions of Preliminary Plat approval.

Status of each phase of infrastructure has been estimated under each Standard of review in this report. Staff has noted the status of each Condition of Approval from the Preliminary Plat.

2. An explanation of why any required items have not been completed and estimated future completion dates.

The applicant has stated that “they understand the need for housing in the Wood River Valley, and that providing property for future landowners in late spring as opposed to late fall or winter could give prospective buyers an extra construction season to fill the void.”

3. An estimated cost of incomplete items and a proposed bond, to be reviewed by the City Engineer, and as per Section 16.03.030, K.

The Developer has provided a Security Agreement and Supporting Documentation requesting that infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and his feedback has been incorporated into the Security cost estimate.

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.

The base for the sidewalks and pathways is expected to commence in April 2021. Further construction for irrigation will be May 2021 and the installation of topsoil, tree planting, hydroseed and finishes is expected to commence in August 2021. Final road grading and asphalt improvements will begin in July 2021.

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.

With the exception of Quigley Road, Gray’s Starlight Drive and San Badger Drive at the entrance to the Old Cutters Subdivision, all new streets will be constructed. That said, street cuts are expected on Quigley Road, at the intersection of Quigley Road and Eastridge Drive, for the installation of the stormwater infrastructure, expected mid-April 2021. All other street cuts at Gray’s Starlight Drive and San Badger Drive are complete. Said street cuts did not exceed 25% of the street area; therefore, no complete removal and replacement of all paving adjacent to develop is warranted.

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, street signs and striping are anticipated to begin in August 2021.

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.

N/A, as no street lights are proposed within Sunbeam Subdivision, nor are they required improvements within the Limited Residential (LR-1) Zoning District.

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.

Sewer services and connections were installed/made in August 2020. Backfill of the sewer main was completed in October 2020. The sewer system was pressure tested on April 5 and April 6, 2021. Acceptance should be known by mid-April 2021.

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 and connections were installed/made in October 2020. Backfill of the water main was completed in November 2020. The water system was pressure tested and accepted on March 23, 2021. All hydrants have been set to grade and the water system is fully functioning.

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.

The Applicant is in the process of submitting Drywell Permit Applications for each drywell. The installation of storm drains at Quigley Road and San Badger Drive, and Quigley Road and Eastridge Drive are expected to occur in April 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.

Thirty-percent (30%) of the Utilities have been installed and the anticipated timeline for completion is unknown at this time. Utilities are being installed by a third party (contracted through Idaho Power), and as such, no estimated completion date is available. 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.

A 4.54 acre (197,807 square feet) public park was approved by the Council as part of the preliminary plat, to benefit the general public and satisfy the City's park contribution. An additional open space parcel, approximately 3.34 acre (145,406 square feet), will be developed and dedicated in Phase II of the project. The total park/open space contribution between the two phases is 7.88 acres, and meets the City's park contribution requirement. The Council reviewed park improvements at their July 13, 2020 meeting, and accepted the improvements shown.

Irrigation for the park space is expected to be installed in April 2021. Park plantings, hydroseed and finishes in play area are anticipated to begin in May 2021 and be ongoing through July 2021. Landscaping drywells will be installed in April 2021, and the Sunbeam Road, Curtis Park and Quigley Road pathways will also see construction in late March 2021 through April 2021.

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 infrastructure improvements be completed by the Developer after recordation of Final Plat. The Public Works Department has reviewed the submitted documentation, and comments from the City Engineer have been incorporated into the Security Cost Estimate.

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 are shown in strike-through have been met. The remaining Conditions of Approval are expected to be met and are placed on approval of this Application:

General Conditions:

- ~~1. This project is a phased project and is a Planned Unit Development (PUD). This approval is for Phase I of the overall plan. An Area Development Plan and Phasing Plan shall be adopted as part of the PUD Development Agreement prior to approval of the Phase I Preliminary Plat.~~
2. 1. All Fire Department and Building Department requirements shall be met.
3. 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.
4. 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.
- ~~5. 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.~~

- ~~6.~~ 4. Any Subdivision Inspection Fees due shall be paid prior to recordation of Final Plat.
- ~~7.~~ 5. Any Application Development Fees shall be paid prior to recordation Final Plat.
- ~~8.~~ Prior to construction, the Applicant shall submit the following:
 - ~~d)~~ A Site Alteration Permit
 - ~~e)~~ A Storm Water Pollution Prevention Plan (SWPPP)
 - ~~f)~~ An Erosion Control Plan

Streets and Right-of-Ways:

- ~~9.~~ 6. 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:
 - ~~A.~~ The Applicant shall submit a Street Signage Plan at final design.
 - ~~B.~~ The Applicant shall submit a Traffic Control Plan and Construction Staging Plan at final design.
 - ~~C.~~ A. All proposed roads within the development shall be dedicated public streets according to City Standard 12.04.010, shall allow public parking and be subject to all other uses and restrictions identified in City Code, with the exception of any private streets approved as part of development of cottage lots.
 - ~~D.~~ Vision triangles shall be unobstructed at intersections. This shall be shown on the Civil Plans at final design.
 - ~~E.~~ B. Minimal driveway crossings of the 10'-wide multi-use paths are preferred.
 - ~~F.~~ A final landscape plan for the right of ways, acceptable to the City and the Applicant, shall be developed prior to final approval of construction drawings, including tree locations.
 - ~~G.~~ The Applicant will enter into a Maintenance Agreement with the City, binding on the Subdivision's HOA, to address landscape maintenance, HOA maintenance of the native grass area between the pathway and roadway, trees, grass and installation and repair of associated irrigation (with the exception of costs to water the landscaping) within the public right of way. The Maintenance Agreement shall spell out responsibilities if trees are damaged during snow maintenance and other events.
 - ~~H.~~ C. The Subdivision's HOA shall keep the 10'-wide multi-use path on San Badger Drive free of snow year-round commencing at the time of Phase II final plat recordation.
 - ~~I.~~ All utilities shall be installed underground.
 - ~~J.~~ Detailed plans for the proposed pathway/existing Old Cutters sidewalks for the tie in at Gray's Starlight Drive and San Badger Drive shall be provided at final design.
 - ~~K.~~ D. A portion of Doc Bar Drive within the Old Cutters Subdivision is unpaved. The Applicant shall pave this portion of the street prior to recordation of the final plat of Phase II.

For Discussion Purposes:

- ~~L.~~ E. ~~Two cost estimates to determine the final amount of~~ The cost estimate for Phase I partial sidewalk in-lieu payment has been reviewed and approved by the City. As discussed by Council, the cost for onsite pathways in excess of the calculated sidewalk in-lieu fees shall be carried forward to Phase II as a credit against future sidewalk in-lieu fees. This carry forward credit is in the amount of \$14,292.36. shall be provided. Pursuant Section 16.05.010 of the Hailey Municipal Code, the Applicant shall pay the partial sidewalk in-lieu payment prior to City Council review of Final Plat.
- ~~M.~~ Canal crossing/Culvert details for the pathway canal shall be provided at final design.
- ~~N.~~ Drywell and other construction details shall be provided at final design.
- ~~O.~~ The Applicant shall set aside land area for the following public transit facilities and accessories in the following areas:
 - i. ~~Intersection of Quigley Road and San Badger Drive (north side of Quigley Road):~~
 - ~~a) Land area shall be set aside for a future bus stop location along the property frontage of Quigley Road. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses.~~
 - ~~b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter, to be located east of the proposed intersection of San Badger Drive and Quigley Road (southern entrance/exit to the subdivision) and on the north side of Quigley Road.~~
 - ii. ~~Public right-of-way fronting the southwest property line of proposed Lot 54 in the Sunbeam Subdivision (Phase I) and public right-of-way fronting the proposed park in Block 6 (across Gray's Starlight Drive):~~
 - ~~a) Land area shall be set aside for a future bus stop location along the property frontage of at locations suitable to Mountain Rides and the Applicant. This area shall allow for a future paved bus stop 80' in length with adequate off-street pullout for buses and red-painted curb.~~
 - ~~b) Additional land area shall allow for standard Mountain Rides bus stop signage and bus stop shelter adequate to serve passengers in the opposite direction from the bus stop located in front of proposed Lot 54.~~
 - ~~c) The PUD Development Agreement shall stipulate bus stop curb, signage and shelter improvements to take place in Phase II of the project.~~

Water and Wastewater:

- ~~10.~~ 7. 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:
 - ~~A.~~ A. ~~Water valve locations shall be provided at final design.~~
 - ~~B.~~ A. Proposed tree plantings shall be located 5' or more from the water main, water services or water vaults. Trees located within 10' of water mains shall be the Applicant's or lot Owner's responsibility to replace if damaged due to water main repair or maintenance.

- ~~C. B. Water mains shall be located 5' or more from the property lines or other obstructions (i.e., trees, etc.).~~
- ~~D. A 'hot tap' shall be installed at the Quigley Road tie in.~~
- ~~E. The sewer effluent shall be split so Phase I transmits southerly and Phase II portion transmits westerly. A sewer profile shall also be provided at final design.~~
- ~~F. A minimum 6" sewer service shall be installed for future redevelopment parcels (i.e., Lots 8, 42, 50 and 65).~~

Parks and Open Space:

- ~~11. Final design for the Phase I Park, including detailed review of improvements, shall be approved by the City Council prior to preliminary plat approval.~~
- ~~12. Pursuant Section 16.04.110 of the Hailey Municipal Code, the Applicant shall install at least one (1) more tree of four (4") inch caliper or larger in the proposed park space (Parcel A).~~
- ~~13. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. The sixteen (16) Quercus Alba Trees shall be reduced to twelve (12) trees.~~
- ~~14. Pursuant Section 16.04.110 of the Hailey Municipal Code, a maximum of twenty (20%) percent of any single tree species may be used. Sixty (60) trees are required and of those, only twelve (12) trees can be of a single species. Fifteen (15) Malus X 'Snowdrift' Trees shall be reduced to twelve (12) trees.~~

Other:

- ~~15. Hiawatha Canal:

 - ~~A. The canal shall be surveyed prior to final plat to accurately determine location.~~
 - ~~B. A plat note shall be added (Plat Note No. ___) that states, "No encroachment upon the canal easement interfering with its use and enjoyment is permitted without prior consent of the Hiawatha Canal Company." This Subdivision is subject to the Hiawatha Canal/Sunbeam Subdivision Maintenance Agreement recorded as Instrument No. _____, in the records of Blaine County, Idaho".~~~~
- ~~16. The following shall be added as a plat note and a restriction in the Development Agreement:

 - ~~"The following turf landscape restrictions apply:

 - ~~G. For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.~~
 - ~~H. For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.~~~~~~

- ~~I. For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.~~
 - ~~J. For lots greater than 14,000 square feet, a maximum of twenty five percent (25%) of the total land area of each residential lot may be turf.~~
 - ~~K. 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.~~
 - ~~L. 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.~~
17. A plat note (Plat Note No. _____) shall be added that states, “Four (4) single family cottages lots containing not less than 23 cottage units are proposed within the Subdivision or unless otherwise approved by the City. All single family cottage lots shall be developed as designated on the plat”.
20. A plat note (Plat Note No. _____) shall be added that states, “Pet food shall be stored and fed in a manner that does not attract nuisance wildlife, such as skunks, raccoons, magpies and red foxes”.
21. A plat note (Plat Note No. _____) shall be added that states, “Recreational activities shall follow the Administrative Guidelines for Winter Wildlife, as set forth by Blaine County, the City of Hailey, the Bureau of Land Management and the Idaho Department of Fish and Game”.

Motion Language:

Approval: Motion to approve the Preliminary Plat Application by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 85 units on 70 lots, finding that the application meets all City Standards, and that Conditions (1) through (7) are met.

Denial: Motion to deny the Preliminary Plat Application by Marathon Partners, LLC, represented by Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 80 units on 70 lots, finding that _____ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

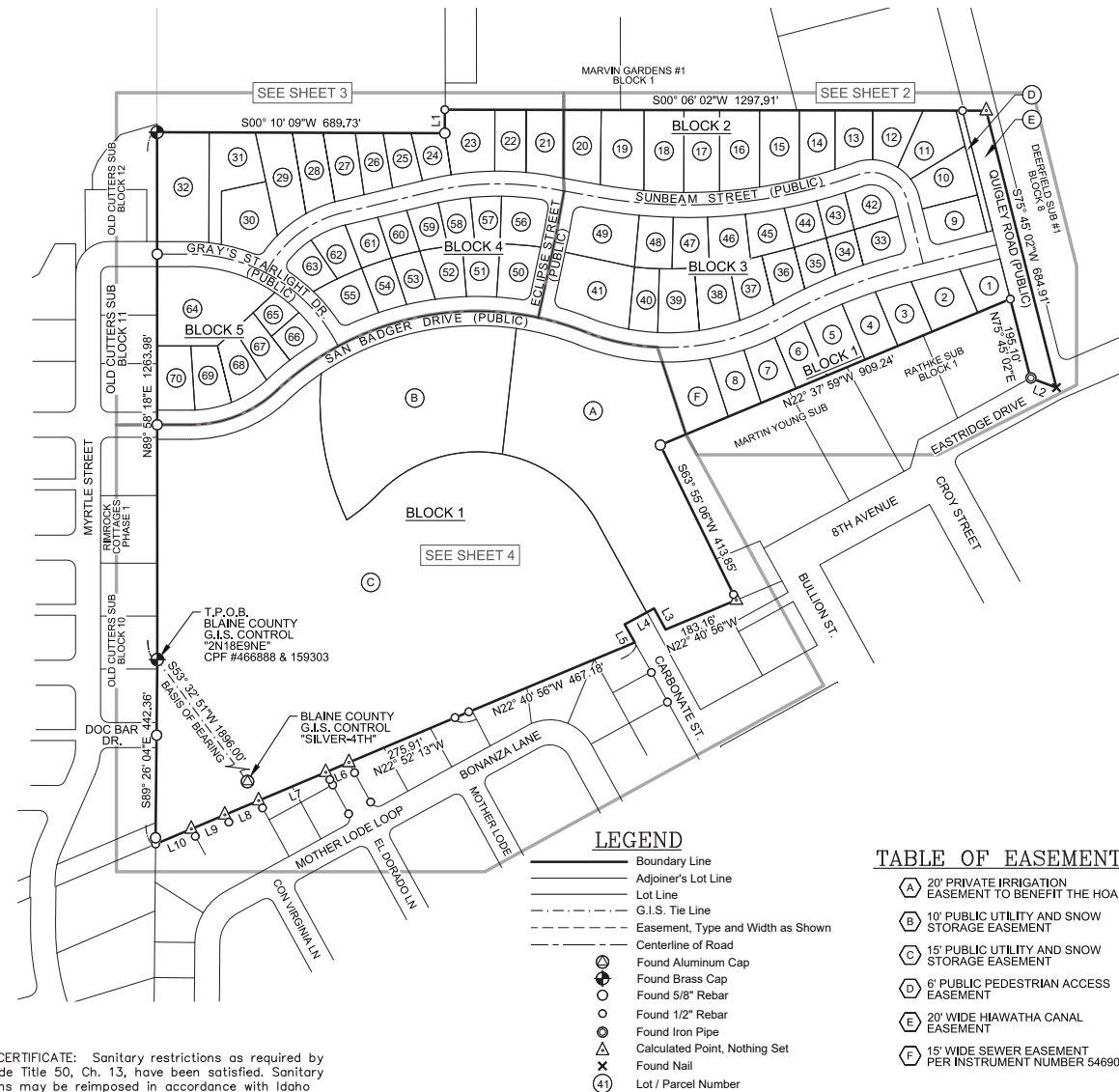
Continuation: Motion to continue the public hearing to _____ [the Council should specify a date].

A PLAT SHOWING SUNBEAM SUBDIVISION, PHASE 1

WHEREIN TAX LOT 6655 IS SUBDIVIDED
LOCATED WITHIN SECTIONS 9 & 10, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

MARCH 2021

SCALE: 1" = 200'



LEGEND

- Boundary Line
- Adjoiner's Lot Line
- Lot Line
- - - G.I.S. Tie Line
- - - Easement, Type and Width as Shown
- Centerline of Road
- ⊙ Found Aluminum Cap
- ⊙ Found Brass Cap
- ⊙ Found 5/8" Rebar
- ⊙ Found 1/2" Rebar
- ⊙ Found Iron Pipe
- ⊙ Calculated Point, Nothing Set
- ⊙ Found Nail
- (41) Lot / Parcel Number

TABLE OF EASEMENTS

- (A) 20' PRIVATE IRRIGATION EASEMENT TO BENEFIT THE HOA
- (B) 10' PUBLIC UTILITY AND SNOW STORAGE EASEMENT
- (C) 15' PUBLIC UTILITY AND SNOW STORAGE EASEMENT
- (D) 6' PUBLIC PEDESTRIAN ACCESS EASEMENT
- (E) 20' WIDE HAWATHA CANAL EASEMENT
- (F) 15' WIDE SEWER EASEMENT PER INSTRUMENT NUMBER 546901

SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Tax Lot 6655, and re-configure the property into Lots 1-70 and Parcels A, B, C, D, E, F. The Boundary is based on said found monuments and the recorded warranty deed for said Tax Lot, being Instrument Number 512252, records of Blaine County, Idaho. All found monuments have been accepted. Missing exterior boundary monuments have been set by proportioning record information between found monuments (See Page 4). Additional Documents referenced during the course of this survey include; (All Records of Blaine County, Idaho)
 - Replat Showing a Portion of the City of Hailey, Idaho; Instrument Number 178888
 - Rathke Subdivision; Instrument Number 194547
 - Marvin Gardens No. 1 Subdivision; Instrument Number 209065
 - Mother Lode Addition; Instrument Number 227267
 - Martin Young Subdivision; Instrument Number 237400
 - Marvin Gardens No. 1 Subdivision, Lot 1 Amended; Instrument Number 257550
 - A Replat of Lots 4 and 5, Marvin Gardens No. 1 Subdivision; Instrument Number 293527
 - Drexler Ranch; Instrument Number 317964
 - Martin Young Subdivision Amended; Instrument Number 341009
 - Dove Meadows Subdivision; Instrument Number 355937
 - Malone Subdivision; Instrument Number 378544
 - A Replat of Drexler Ranch Subdivision; Instrument Number 423951
 - Old Cutters Subdivision; Instrument Number 553634
 - Lots 1A and 2A, Block 1, Marvin Gardens No. 1 Subdivision; Instrument Number 644285
 - Lot 5A, Block 3, Mother Lode Addition, Instrument Number 657240
- A title policy provided by Stewart Title Guaranty Company, File No. 1921937, Date of Guarantee: October 29, 2019, lists Exceptions that affect the property. All of said exceptions are NOT shown hereon and said title policy should be reviewed.
- Parcels A and B are open space to benefit the general public to satisfy the city's park contribution requirements.
 - Park Area Calculation
 - 147 Units x 0.0277 = 4.07 acres (required)
 - Parcel A + Parcel B = 4.54 acres + 3.34 acres = 7.88 acres (proposed)
- Parcel C shall be reserved for Phase 2 of Sunbeam Subdivision.
- Parcel D is an open space parcel to benefit this development.
- Parcel E is to be dedicated to the City of Hailey for Quigley Road Right-of-Way.
- Parcel F is to be dedicated to the City of Hailey for use as a municipal well site.
- A temporary agricultural easement shall exist over the entirety of Parcel C, to be vacated upon the approval of Phase 2 of Sunbeam Subdivision.
- This Subdivision is subject to the Hiawatha Canal/Sunbeam Subdivision Maintenance Agreement as recorded under Inst. No. _____, and amendments thereto, records of Blaine County, Idaho.
- Four (4) single-family cottage lots containing not less than 23 cottage units are proposed within the Subdivision or unless otherwise approved by the City. All single-family cottage lots shall be developed as designated on the plat.
- Property shown hereon is subject to the Covenants, Conditions, and Restrictions as recorded under Inst. No. _____, and amendments thereto, records of Blaine County, Idaho.
- All new utilities shall be placed underground.
- Lots 2-7 driveways shall be constructed within the driveway areas shown hereon.
- Future road connections shall be made at San Badger Drive, Doc Bar Drive, El Dorado Lane, and Carbonate Street.
- A sewer line easement agreement exists between Marathon Partners, Old Cutters Inc., and the City of Hailey as recorded under Inst. No. 546901, records of Blaine County, Idaho.
- Lot owners may not restrict the flow of water within any of the canals or ditches. This includes, but is not limited to, planting of reeds, rushes, cattails, or cottonails.
- The property owner is responsible for controlling wildlife depredation. Any actions taken to alleviate depredation shall follow IDFG's recommendations.
- Game and predatory wildlife feeding is prohibited.
- Pet food shall be stored and fed in a manner that does not attract nuisance wildlife, such as skunks, raccoons, magpies, and red foxes.
- Recreational activities shall follow the Administrative Guidelines for Winter Wildlife, as set forth by Blaine County, the City of Hailey, and the Bureau of Land Management, and the Idaho Department of Fish and Game.
- Lots within the Subdivision are subject to the following turf area restrictions:
 - For lots less than or equal to 8,000 square feet, a maximum of forty percent (40%) of the total land area of each residential lot may be turf.
 - For lots greater than 8,000 square feet and less than or equal to 12,000 square feet, a maximum of thirty-five percent (35%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
 - For lots greater than 12,000 square feet and less than or equal to 14,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,500 square feet.
 - For lots greater than 14,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf.
- Landscaping shall promote low water use vegetation through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
- 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.



SUNBEAM SUBDIVISION,
PHASE 1

GALENA ENGINEERING, INC.
HAILEY, IDAHO

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

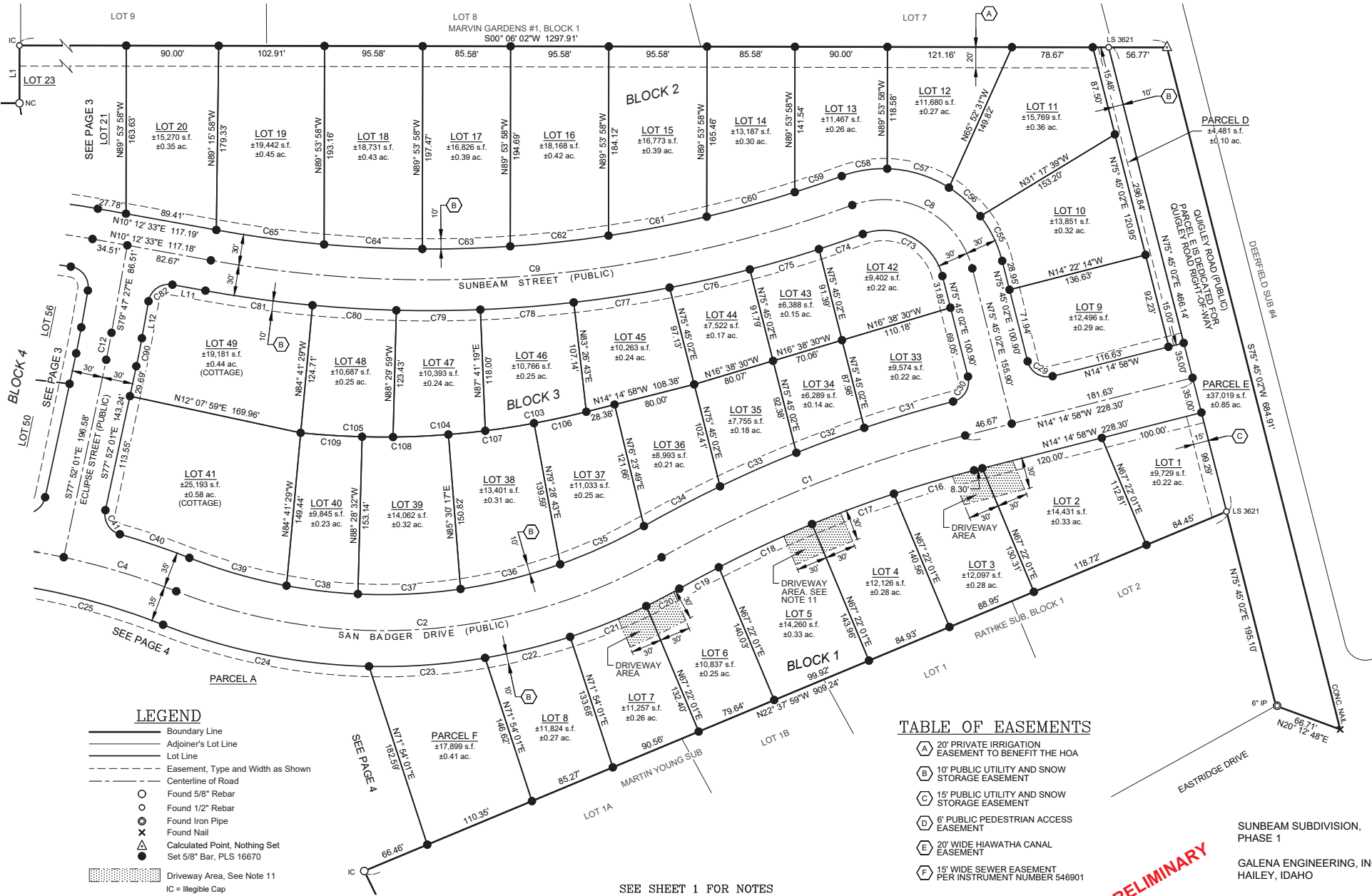
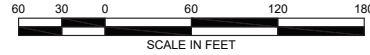
Date _____ South Central District Health Dept., EHS

SEE SHEET 5 FOR LINE AND CURVE TABLES

MARK E. PHILLIPS, P.L.S. 16670

1 OF 6
Job No. 3226.06

A PLAT SHOWING
SUNBEAM SUBDIVISION, PHASE 1
 MARCH 2021



LEGEND

- Boundary Line
- Adjoiner's Lot Line
- Lot Line
- Easement, Type and Width as Shown
- Centerline of Road
- Found 5/8" Rebar
- Found 1/2" Rebar
- Found Iron Pipe
- Found Nail
- Calculated Point, Nothing Set
- Set 5/8" Bar, PLS 16670
- Driveway Area, See Note 11
- IC = Illegible Cap
- NC = No Cap

TABLE OF EASEMENTS

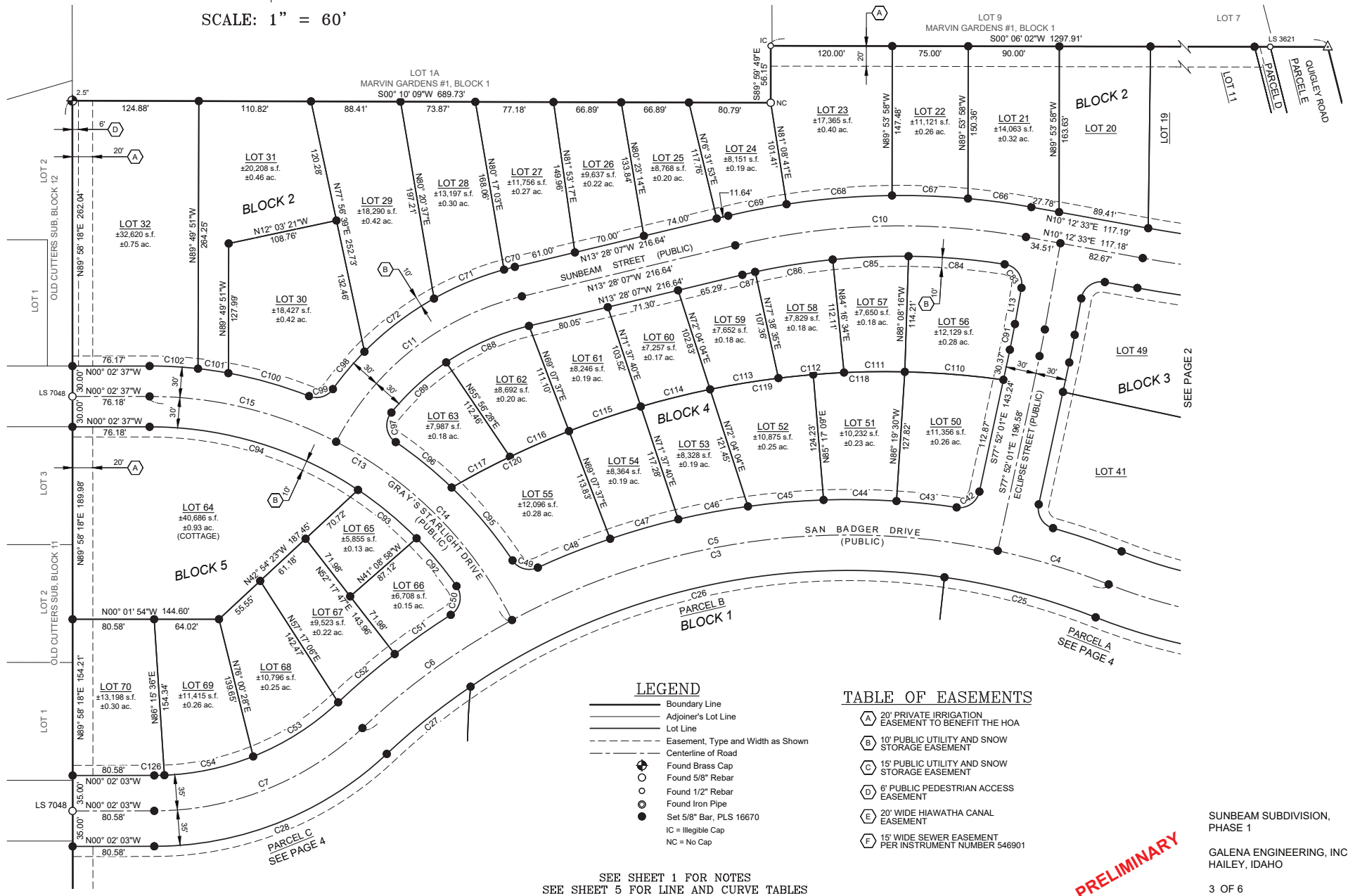
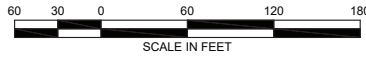
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- 6' PUBLIC PEDESTRIAN ACCESS EASEMENT
- 20' WIDE HIAWATHA CANAL EASEMENT
- 15' WIDE SEWER EASEMENT PER INSTRUMENT NUMBER 546901

SEE SHEET 1 FOR NOTES
 SEE SHEET 5 FOR LINE AND CURVE TABLES

PRELIMINARY

SUNBEAM SUBDIVISION,
 PHASE 1
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 2 OF 6
 Job No. 3226.06

A PLAT SHOWING SUNBEAM SUBDIVISION, PHASE 1 MARCH 2021



LEGEND

- Boundary Line
- Adjoiner's Lot Line
- Lot Line
- - - Easement, Type and Width as Shown
- Centerline of Road
- ⊙ Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- ⊙ Found Iron Pipe
- Set 5/8" Bar, PLS 16670
- IC = Illegible Cap
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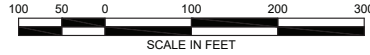
SEE SHEET 1 FOR NOTES
SEE SHEET 5 FOR LINE AND CURVE TABLES

PRELIMINARY

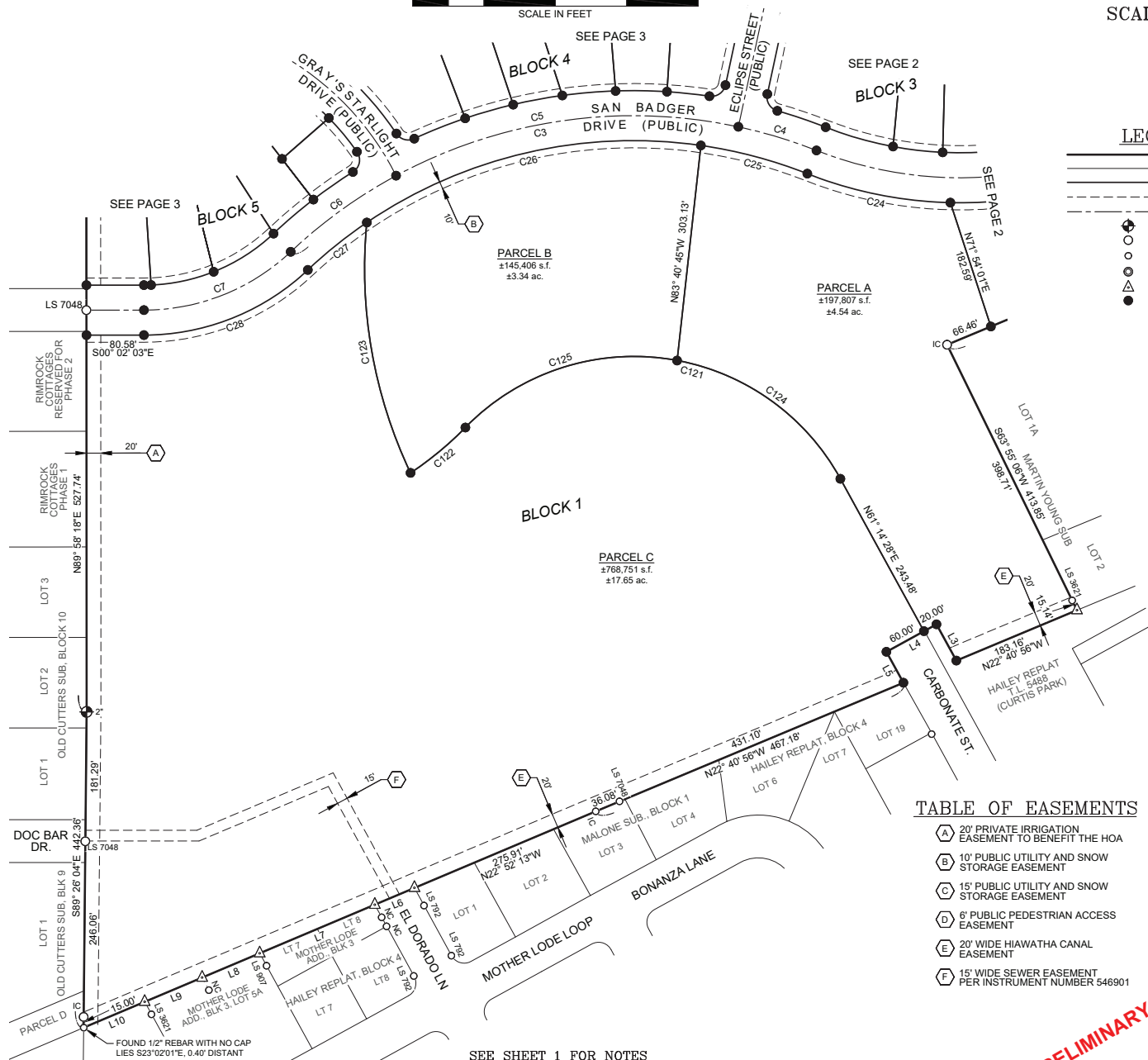
SUNBEAM SUBDIVISION,
PHASE 1
GALENA ENGINEERING, INC.
HAILEY, IDAHO
3 OF 6
Job No. 3226.06

A PLAT SHOWING SUNBEAM SUBDIVISION, PHASE 1

MARCH 2021



SCALE: 1" = 100'



LEGEND

- Boundary Line
- Adjoiner's Lot Line
- Lot Line
- - - - Easement, Type and Width as Shown
- Centerline of Road
- Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
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SUNBEAM SUBDIVISION,
PHASE 1

GALENA ENGINEERING, INC.
HAILEY, IDAHO

4 OF 6
Job No. 3226.06

PRELIMINARY

SEE SHEET 1 FOR NOTES
SEE SHEET 5 FOR LINE AND CURVE TABLES

SUNBEAM SUBDIVISION- PHASE 1

Proposed Sidewalk and Pathway Improvements

Engineer's Construction Cost Estimate- Per Unit Costs by Skyline Excavation

#	Item	Unit	Qty	Unit Cost	Item Cost
1	Excavation	cy	2,649	\$6.38	\$16,900.62
2	Bike Path: ITD SP-3 HMA, 1/2" gradation, PG58-28 (2.5" compacted depth)	ton	688	\$131.25	\$90,300.00
3	4" Concrete Sidewalk	sy	2,778	\$44.75	\$124,315.50
4	2"(-) crushed aggregate subbase (6" compacted depth)	ton	2,134	\$25.02	\$53,392.68
5	3/4"(-) crushed aggregate base (4" compacted depth)	ton	1,368	\$32.16	\$43,994.88

TOTAL \$328,903.68

Title 18 Required Sidewalk Improvements

Engineer's Construction Cost Estimate- Per Unit Costs by Skyline Excavation

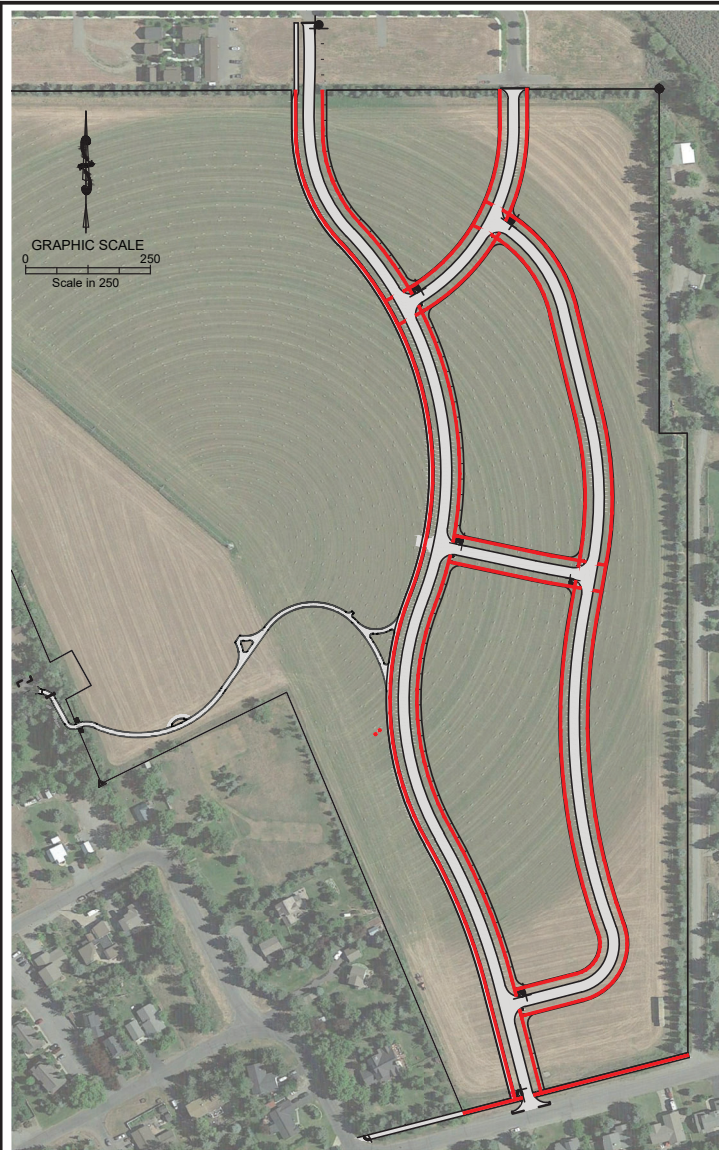
#	Item	Unit	Qty	Unit Cost	Item Cost
1	Excavation	cy	2,111	\$6.38	\$13,468.18
2	4" Concrete Sidewalk (Based upon street lineal footage)	sy	5,110	\$44.75	\$228,672.50
3	2"(-) crushed aggregate subbase (6" compacted depth)	ton	1,588	\$25.02	\$39,731.76
4	3/4"(-) crushed aggregate base (4" compacted depth)	ton	1,018	\$32.16	\$32,738.88

TOTAL \$314,611.32

Δ Proposed Sidewalk and Title 18 Required Sidewalk -\$14,292.36
Requested Phase 2 Sidewalk In Lieu Fee Credit \$14,292.36



SIDWALK AND PATH PROPOSED ———
 PROPOSED ASPHALT PATH AREA = 40,638 SF
 PROPOSED CONCRETE SIDEWALK AREA = 25,000 SF
 TOTAL = 65,638 SF
\$328,903.68



TITLE 18 SIDEWALK REQUIRED ———
 REQUIRED CONCRETE SIDEWALK AREA = 45,986 SF
\$314,611.32

REVISIONS			
NO.	DATE	BY	DESCRIPTION

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83333
 (208) 788-1705
 email: galena@galena-engineering.com

DESIGNED :
 CHECKED :
 DETAILED SKS
 SCALES SHOWN ARE FOR 11" x 17" PRINTS ONLY

A SIDEWALK IN LIEU FEE EXHIBIT FOR
SUNBEAM SUBDIVISION- PHASE 1
 WITHIN SEC 10, T2N, R18E, BM, CITY OF HAILEY, BLAINE COUNTY, IDAHO
 PREPARED FOR MARATHON PARTNERS

PROJECT INFORMATION
 P:\sdsproj\3226-06\dwg\Exhibits\Sidewalk In Lieu Exhibit.dwg 04/08/21 12:45:02 PM

SHEET 1 OF 1

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Motion to approve Resolution 2021-____, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the Final Plat of Sunbeam Subdivision (Phase I).

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City Council approved the Preliminary Plat for Sunbeam Subdivision Phase I (Tax Lot 6655, Section 9 & 10, T2N), on June 8, 2020. The City Council will be hearing the Final Plat Application concurrently with the Security Agreement and ROW Maintenance Agreement on April 12, 2021.

As negotiated in the Development Agreement, Sunbeam Subdivision is expected to maintain certain items, such as landscaping within the public right-of-way. To ensure maintenance is met, Sunbeam Subdivision has provided a Public Right-of-Way Maintenance Agreement, which is attached. The Resolution, which is also attached, reflects any and all information regarding maintenance by Sunbeam Subdivision for various obligations with respect to landscaping within the Development, which is situated within the City’s public right-of-way.

Attachments include:

1. Resolution 2021-____: Sunbeam Subdivision Right-of-Way Maintenance Agreement (Phase I)
2. Right-of-Way Maintenance Agreement for Sunbeam Subdivision (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 #2013

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: Motion to approve Resolution 2021-____, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the Final Plat of Sunbeam Subdivision (Phase I)

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 # _____

CITY OF HAILEY
RESOLUTION NO. 2021-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A PUBLIC RIGHT-OF-WAY MAINTENANCE
AGREEMENT RELATED TO THE SUNBEAM SUBDIVISION PHASE I FINAL PLAT**

WHEREAS, the City of Hailey has approved the Final Plat for Sunbeam Subdivision on April 12, 2021, and

WHEREAS, that approval included the associated improvements to the site, including management, upkeep and various obligations with respect to maintenance of landscaping within the Sunbeam Subdivision, which is located within the City; 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 Public Right-of-Way Maintenance Agreement related to the Final Plat for Sunbeam Subdivision Phase I.

Passed this ___ day of _____, 2021

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**AGREEMENT RE: RIGHT-OF-WAY MAINTENANCE
SUNBEAM SUBDIVISION – PHASE 1**

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between Marathon Partners, LLC, an Idaho limited liability company (the "Company") and City of Hailey, Idaho (the "City").

RECITALS

WHEREAS, City is a municipal corporation possessing powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to contract; and

WHEREAS, the Company is currently the entity charged with the management and upkeep of the Sunbeam Subdivision located within the City of Hailey, State of Idaho. Company intends to form an Idaho non-profit corporation for an owners' association ("Association") and to transfer responsibility for the management and upkeep to the Association; and

WHEREAS, the Phase 1 of the Sunbeam Subdivision ("Development") has been and will be developed in accordance with the terms and conditions of the Sunbeam Subdivision PUD Agreement, recorded as Instrument No. 670234 in the records of Blaine County, Idaho ("PUD Agreement"); and

WHEREAS, the terms of the PUD Agreement as well as conditions for approval of the plats associated with the Development provide that the Company will assume various obligations with respect to maintenance of landscaping within the Development which is situated within the City's public right-of-way (the "Maintenance Obligations"); and

WHEREAS, the Parties wish to memorialize the extent and ongoing and perpetual nature of the Maintenance Obligations as set forth herein;

NOW, THEREFORE, in consideration of the above stated facts and objectives, and for other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Landscaping within City Right of Way

- A. The Company until formation of the Association and then the Association shall, at its sole expense, maintain all landscaping, including, but not limited to, grass, trees and shrubs which are located within the City's right of way within the Development, in good and healthy condition and in accordance with at least the minimum standards provided for "Street Trees" in the City's Tree Ordinance, Hailey City Code Chapter 12.20, as the same may be amended from time to time.
- B. The Company until formation of the Association and then the Association shall, at its sole expense, maintain in good condition, and repair and replace as appropriate, the irrigation system installed as part of the Development within the City's Right of Way. Said irrigation system shall utilize metered City water, and water usage shall be reasonable and consistent with irrigation necessary to maintain drought tolerant grasses and street trees, and will result in less water use than irrigation required for lawn areas and street trees. All grasses shall be drought tolerant, requiring minimal irrigation water. Irrigation for right of way shall be provided by the City for such purposes at no charge.

C. The City hereby grants the Company a license transferable to the Association on, over and under its right-of-way for the limited purposes of carrying out its Maintenance Obligations as they relate to landscaping and irrigation as set forth in this paragraph. This license limits the Association to basic maintenance that doesn't interfere with vehicular or pedestrian traffic. The Association shall not remove concrete, asphalt and/or drainage structures without City approval.

2. The Maintenance Obligations may be contracted to third-party providers by the Company or the Association, but all costs associated therewith shall be the sole responsibility of the Company or the Association, as applicable. The Company and, upon formation, the Association hereby commits to a budget in advance for all the cost of all anticipated Maintenance Obligations, including capital reserves, and to assess the owners of real property within the Development on at least an annual basis sufficient funds to cover the costs of the Maintenance Obligations.

3. The Maintenance Obligations hereunder shall be perpetual, so long as this Agreement remains in effect, and shall be a covenant running with the private land included within the Development, and the terms and provisions hereof shall inure to the benefit of and be binding upon all owners of real property within the Development and their respective heirs, personal representatives, successors and assigns.

4. In the event the Company or Association after its formation fails to meet the Maintenance Obligations and does not cure such failure within thirty (30) days after written notice from City default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, Company or Association after its formation fails within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, the City shall have the right, but not the obligation, to take over the Maintenance Obligations and to place a lien on the Company's or Association's Assessment receipts to cover the costs of such Maintenance Obligations which the Company or Association has failed to perform. So long as the Company or Association is not in breach of this Agreement, the City shall NOT have the right to assume the Maintenance Obligations without the express written consent of the Company or Association as applicable.

5. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

6. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the Fifth Judicial District of the State of Idaho.

7. This Agreement, in coordination with the PUD Agreement and the City approvals related to the Development, set forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Sidewalks or the Local System other than as set forth in the agreements and approvals referenced in this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written herein.

CITY OF HAILEY

ATTEST:

By: _____
Martha Burke, Mayor

Mary Cone
Hailey City Clerk

MARATHON PARTNERS, LLC

By: _____
Ed Dumke, Managing Member

STATE OF IDAHO)
 : ss.
County of Blaine)

On this _____ day of _____, 2021, before me the undersigned Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

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

Notary Public for Idaho
Residing at : _____
Comm. Expires: _____

STATE OF IDAHO)
 : ss.
County of Blaine)

On this _____ day of _____, 2021 before me the undersigned Notary Public in and for said State, personally appeared Ed Dumke, known or identified to me to be the Managing Member of Marathon Partners, LLC, and the person who executed the foregoing instrument on behalf of said company and acknowledged to me he executed the same on behalf of said company.

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

Notary Public for Idaho
Residing at : _____
Comm. Expires: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 04/12/2021 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Motion to approve Resolution 2021-____, authorizing the Mayor’s signature on the Security Agreement related to the Final Plat of Sunbeam Subdivision (Phase I).

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16 (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City Council approved the Preliminary Plat for Sunbeam Subdivision Phase I (Tax Lot 6655, Section 9 & 10, T2N), on June 8, 2020. The City Council will be hearing the Final Plat Application concurrently with the Security Agreement and ROW Maintenance Agreement on April 12, 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.

Sunbeam Subdivision has provided a Security Agreement, in the amount of \$2,453,833.40, which is attached. The Applicant has requested final subdivision plat approval and recordation prior to completion of construction of certain infrastructure and related improvements, as set forth in the attached, Exhibit A: Sunbeam Subdivision Infrastructure Work, and fulfillment of certain obligations set forth in the PUD Agreement, also attached.

Attachments include:

1. Resolution 2021-____: Sunbeam Subdivision Security Agreement (Phase I)
2. Security Agreement for Sunbeam Subdivision (Phase I)
 - a. Exhibit A: Sunbeam Subdivision Infrastructure Work
3. Sunbeam Subdivision PUD Agreement – May 19, 2020

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: (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: Motion to approve Resolution 2021-____, authorizing the Mayor’s signature on the Security Agreement related to the Final Plat of Sunbeam Subdivision (Phase I).

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 # _____

CITY OF HAILEY
RESOLUTION NO. 2021-_____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT RELATED TO
THE SUNBEAM SUBDIVISION (PHASE I) FINAL PLAT

WHEREAS, the City of Hailey has approved the Final Plat for Sunbeam Subdivision on April 12, 2021, and

WHEREAS, that approval included the associated improvements to the site: Roadways, Sidewalks and Paths, Drainage Improvements, Water Improvements, Irrigation, Sunbeam Park Improvements, Curtis Park and Quigley Road Landscaping Improvements, Signage and Striping, Miscellaneous, and Construction Surveying and Engineering; 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 Sunbeam Subdivision Phase I.

Passed this ___ day of _____, 2021

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**SECURITY AGREEMENT
FOR SUNBEAM SUBDIVISION - PHASE 1**

THIS SECURITY AGREEMENT FOR SUNBEAM SUBDIVISION - PHASE 1 FINAL PLAT is made and entered into as of the ____ day of _____ 2021, by and between the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "**Hailey**") and Marathon Partners, LLC, an Idaho limited liability company, c/o Ed Dumke, whose mailing address is P.O. Box 3118, Ketchum, Idaho, 83340 (hereinafter referred to as the "**Applicant**").

WHEREAS, the Applicant and Hailey are parties to that certain PUD AGREEMENT, dated June 18, 2020, recorded in the Records of Blaine County, Idaho as Instrument No. 670234 (hereinafter referred to as "**PUD Agreement**");

WHEREAS, in conjunction with the PUD Agreement, the Applicant has made application for final subdivision plat approval of the Sunbeam Subdivision, Phase 1 (hereinafter referred to as "**Sunbeam Phase 1**") after receiving preliminary plat approval from Hailey thereof as set forth in the Hailey City Council Findings of Fact, Conclusions of Law and Decision dated June 8, 2020, and incorporated herein by reference;

WHEREAS, the Applicant has requested final subdivision plat approval and recordation prior to completion of construction of certain infrastructure and related improvements as set forth on attached **Exhibit A** and fulfillment of certain obligations of the Applicant set forth in the PUD Agreement related to Sunbeam Phase 1, (hereinafter collectively referred to as the "**Improvements**") and as a condition thereof the Applicant is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §16.03.030.I; and,

NOW, THEREFORE, the Applicant and Hailey hereby covenant and agree as follows:

The Applicant, simultaneously with the execution of this Agreement, deposits with Hailey:

A cash deposit with Hailey (in the form of a certified check) in the total amount of \$2,453,833.40 (the "**Security**")

as security for complete performance and construction of the Improvements upon the following terms and conditions:

1. The Security secures completion of the Improvements identified on **Exhibit A**. The Applicant shall complete construction of all Improvements on or before June 8th, 2022, or the amount of the Security applicable to such Improvements which are not complete shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon such cash deposit as secures such incomplete Improvements as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof.

2. The cash deposit shall be held solely in the name of the City of Hailey, Idaho as trustee/contingent beneficiary in a segregated interest-bearing account, with interest accruing to the benefit of Applicant, and shall be held by Hailey in lieu of the Owner filing or depositing a performance bond with Hailey. Hailey shall make monthly advances to Applicant from the Security during the course of Applicant's construction of Improvements conditioned upon the satisfaction of the conditions set forth in this Agreement, including the following:

Hailey shall receive a completed Advance requisition accompanied by the items set forth below by the 15th day of each calendar month:

(a) a certificate of Applicant's project engineer breaking down the use of proceeds of the requested Advance specifying the Improvement costs and the applicable Improvement budget category to be paid with the proceeds of such Advance, and attaching such bills or invoices as requested by Hailey describing the items purchased or to be purchased and/or the services rendered or to be rendered,

(b) a reconciliation of actual Improvement costs to the Improvement budget, which shall demonstrate that after giving effect to the proposed Advance, that the funds available to pay Improvement costs are sufficient to pay all costs to complete the Improvements, and

(c) such other certifications or statements as Hailey shall reasonably request to confirm the information delivered pursuant to clauses (a) and (b) above.

3. In the event the Applicant fails or refuses to complete the Improvements or any portion thereof on or before the date as set forth in Paragraph Number 1 hereinabove, Hailey shall have the right, but not the obligation, to draw the funds from the cash deposit and apply the proceeds thereof to construction of the Improvements or any portion thereof. To the extent the funds are drawn upon from the Security, they must be used for the construction of the Improvements or returned to the Applicant.

4. In case of default by the Applicant, if the total cost of construction of the Improvements is less than the amount of the Security, Hailey agrees to return to the Applicant the unused portion of the Security funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Security, the Applicant 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 the Applicant completes construction of the Improvements secured by the Security on or before the dates set forth in Paragraph Number 1 herein above, Hailey shall release funds, including any and all interest accrued thereon, to the Applicant upon receiving written notice by the 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. Also, the Applicant may apply for a partial release of the Security from Hailey as described in paragraph 2

6. In addition to the foregoing, the Applicant is responsible for and shall pay any and all fees reasonably incurred by the City Engineer in providing services associated with the review of and/or inspections necessary to confirm completion of any or all of the Improvements required.

7. This Agreement is not a guarantee that any of the Improvements will be constructed nor does this Agreement 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.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

MARATHON PARTNERS, LLC, an Idaho Limited liability company

by _____
Ed Dumke, Managing Member

THE CITY OF HAILEY, IDAHO

by _____
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2021, before me, a Notary Public, in and for said County and State, personally appeared Ed Dumke, known or identified to me on the basis on satisfactory evidence, to be the managing member of Marathon Partners, LLC, an Idaho limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 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: _____

EXHIBIT A

to Security Agreement Re: Sunbeam Phase 1

Sunbeam Subdivision										City Adjustments		
Infrastructure work												
	Phase 1				Balance Remaining							
Item	Unit	Quantity	Unit Cost	Total	Quantity	% Remaining	Total	Bond Amount	Additional % Remaining	Total	Bond Amount	
Road, Sidewalk, Path												
1	Asphalt Removal and Disposal, Includes Sawcutting	SY	180	\$ 8.97	\$ 1,614.60	0	0%	\$ -	\$ -			
2	Excavation (\$5,000 deduction per CD #1-7)	CY	12,226	\$ 6.38	\$ 78,003.79	0	0%	\$ -	\$ -	5%	\$ 3,900.19	
3	San Badger Road and Gray's Starlight Drive Tree Removal	LS	1	\$ 1,345.00	\$ 1,345.00	0	0%	\$ -	\$ -	50%	\$ 672.50	
4	2" (-) Aggregate Subbase	TON	8,371	\$ 25.02	\$ 209,442.42	8,371	100%	\$ 209,442.42	\$ 314,163.63			
5	½" (-) Aggregate Base	TON	4,870	\$ 32.16	\$ 156,619.20	4,870	100%	\$ 156,619.20	\$ 234,928.80			
6	Asphalt Pavement- Path, 2.5" depth	TON	695	\$ 131.25	\$ 91,218.75	695	100%	\$ 91,218.75	\$ 136,828.13			
7	Asphalt Pavement- Roads, 3" depth	TON	2,229	\$ 120.75	\$ 269,151.75	2,229	100%	\$ 269,151.75	\$ 403,727.63			
8	Concrete Sidewalk- 6" Depth	SY	52	\$ 64.40	\$ 3,348.80	52	100%	\$ 3,348.80	\$ 5,023.20			
9	Concrete Sidewalk- 4" Depth	SY	2,917	\$ 44.75	\$ 130,535.75	2,917	100%	\$ 130,535.75	\$ 195,803.63			
10	6" Vertical Curb	LF	22	\$ 31.09	\$ 683.98	22	100%	\$ 683.98	\$ 1,025.97			
11	Thickened Edge Sidewalk	LF	100	\$ 36.80	\$ 3,680.00	100	100%	\$ 3,680.00	\$ 5,520.00			
12	Concrete ADA Ramp	EA	1	\$ 2,185.00	\$ 2,185.00	1	100%	\$ 2,185.00	\$ 3,277.50			
13	Cast Iron Truncated Domes- 5"x2"	EA	10	\$ 1,150.00	\$ 11,500.00	10	100%	\$ 11,500.00	\$ 17,250.00			
14	Cast Iron Truncated Domes- 10"x2"	EA	3	\$ 1,725.00	\$ 5,175.00	3	100%	\$ 5,175.00	\$ 7,762.50			
15	Cast Iron Truncated Domes- Radial	EA	1	\$ 1,380.00	\$ 1,380.00	1	100%	\$ 1,380.00	\$ 2,070.00			
16	Canal Crossing- 64"x43" CMP Pipe-Arch Culvert	LF	28	\$ 203.32	\$ 5,692.96	0	0%	\$ -	\$ -			
17	Canal Crossing- 12" Fractured Riprap (End Treatment)	LS	1	\$ 2,396.00	\$ 2,396.00	0	0%	\$ -	\$ -			
18	Canal Crossing- Irrigation Sleeving for Pump Station (CO #2-2 and #2-6)	LS	1	\$ 785.00	\$ 785.00	0	0%	\$ -	\$ -			
Drainage Improvements												
19	Catch Basin- City of Hailey Standard (Primary) Materials	EA	17	\$ 1,417.44	\$ 24,096.48	0	0%	\$ -	\$ -			
20	Catch Basin- City of Hailey Standard (Primary) Installation	EA	17	\$ 584.06	\$ 9,929.02	1	6%	\$ 584.06	\$ 876.09	14%	\$ 1,390.06	
21	Catch Basin- City of Hailey Standard (Satellite) Materials	EA	23	\$ 790.23	\$ 18,175.29	0	0%	\$ -	\$ -			
22	Catch Basin- City of Hailey Standard (Satellite) Installation	EA	23	\$ 657.24	\$ 15,116.52	3	13%	\$ 1,971.72	\$ 2,957.58			
23	Storm Drain Pipe- 12"	LF	1446	\$ 30.85	\$ 44,609.10	119	8%	\$ 3,671.15	\$ 5,506.73			
24	Drywell- City of Hailey Standard	EA	15	\$ 1,934.47	\$ 29,017.05	2	13%	\$ 3,868.94	\$ 5,803.41	7%	\$ 2,031.19	
25	Landscape Drywell	EA	3	\$ 449.67	\$ 1,349.01	3	100%	\$ 1,349.01	\$ 2,023.52			
Water												
26	Water Main- 8"	LF	3,964	\$ 35.53	\$ 140,840.92	0	0%	\$ -	\$ -			
27	Water Main- 12" (8" Cost billed to owner, added cost for pipe upsize part of city's contract with Skyline)	LF	887	\$ 35.53	\$ 31,515.11	0	0%	\$ -	\$ -			
28	Water Main Fittings- 8" Ductile Iron with Thrust Block	EA	26	\$ 304.28	\$ 7,911.28	0	0%	\$ -	\$ -			
28	Water Main Fittings- 8" Ductile Iron with Thrust Block	EA	26	\$ 304.28	\$ 7,911.28	0	0%	\$ -	\$ -			
29	Water Main Fittings- 12" Ductile Iron with Thrust Block (8" Cost billed to owner, added cost for pipe upsize part of city's contract with Skyline)	EA	7	\$ 304.28	\$ 2,129.96	0	0%	\$ -	\$ -			
30	Gate Valve- 8"	EA	12	\$ 1,438.16	\$ 17,257.92	0	0%	\$ -	\$ -	20%	\$ 3,451.58	
31	Gate Valve- 12" (8" Cost billed to owner, added cost for pipe upsize part of city's contract with Skyline)	EA	4	\$ 1,438.16	\$ 5,752.64	0	0%	\$ -	\$ -	20%	\$ 1,150.53	
32	Fire Hydrant Assembly	EA	10	\$ 4,893.10	\$ 48,931.00	0	0%	\$ -	\$ -			
33	Relocate Existing Fire Hydrant	EA	1	\$ 1,200.00	\$ 1,200.00	0	0%	\$ -	\$ -			
34	Connection to Hailey Water Main	EA	3	\$ 4,270.67	\$ 12,812.01	0	0%	\$ -	\$ -			
35	½" Water Service w/ Meter Vault - 8"	EA	43	\$ 2,113.74	\$ 90,890.82	0	0%	\$ -	\$ -			
36	½" Water Service w/ Meter Vault (Street Crossing) - 8"	EA	36	\$ 2,318.10	\$ 83,451.60	0	0%	\$ -	\$ -			
37	2" Irrigation Water Service	EA	1	\$ 3,653.00	\$ 3,653.00	0	0%	\$ -	\$ -			
38	Irrigation Service (CO #2-3)	LS	1	\$ 13,415.00	\$ 13,415.00	0	0%	\$ -	\$ -			
39	High Hazard Backflow Device- 3"	EA	1	\$ 6,334.00	\$ 6,334.00	1	100%	\$ 6,334.00	\$ 9,501.00			
40	Tie In at Quigley Road, Deduction (CO #1-5)	LS	1	\$ (303.37)	\$ (303.37)	0	0%	\$ -	\$ -			

Wastewater										
41	Sewer Main- 8"	LF	4,264	\$ 32.39	\$ 138,110.96	0	0%	\$ -	\$ -	
42	Sewer Manhole	EA	16	\$ 4,295.79	\$ 68,732.64	0	0%	\$ -	\$ -	10% \$ 6,873.26
43	4" Sewer Service	EA	68	\$ 1,164.43	\$ 79,181.24	0	0%	\$ -	\$ -	
Irrigation Slewing										
44	2" PVC Irrigation Sleeves- Roads (per Civil)	LF	1,410	\$ 4.98	\$ 7,021.80	1,410	100%	\$ 7,021.80	\$ 10,532.70	
45	6" PVC Irrigation Sleeves- Roads (per Civil)	LF	243	\$ 9.98	\$ 2,425.14	243	100%	\$ 2,425.14	\$ 3,637.71	
46	2" PVC Irrigation Sleeves- Park (per Landscape Architect)	LF	500	\$ 5.28	\$ 2,640.00	500	100%	\$ 2,640.00	\$ 3,960.00	
47	8" PVC Irrigation Sleeves- Park (per Landscape Architect)	LF	200	\$ 17.96	\$ 3,592.00	200	100%	\$ 3,592.00	\$ 5,388.00	
Sunbeam Park Improvements										
48	General Conditions (Webb)	LS	1	\$ 10,167.00	\$ 10,167.00	1	100%	\$ 10,167.00	\$ 15,250.50	
49	Site Work (Webb)	LS	1	\$ 64,200.00	\$ 64,200.00	1	100%	\$ 64,200.00	\$ 96,300.00	
50	Construction (Webb)	LS	1	\$ 19,873.00	\$ 19,873.00	1	100%	\$ 19,873.00	\$ 29,809.50	
51	Site Furnishings, Delivered (Purchased by Owner)	LS	1	\$ 25,500.00	\$ 25,500.00	0	0%	\$ -	\$ -	
52	Plantings (Webb) Materials	LS	1	\$ 157,894.74	\$ 157,894.74	0	0%	\$ -	\$ -	
53	Plantings (Webb) Installation	LS	1	\$ 44,395.61	\$ 44,395.61	1	100%	\$ 44,395.61	\$ 66,593.42	
54	Seeding (Webb)	LS	1	\$ 59,920.00	\$ 59,920.00	1	100%	\$ 59,920.00	\$ 89,880.00	
55	Irrigation (Webb) Materials	LS	1	\$ 128,134.07	\$ 128,134.07	0	0%	\$ -	\$ -	
56	Irrigation (Webb) Installation	LS	1	\$ 156,891.93	\$ 156,891.93	1	100%	\$ 156,891.93	\$ 235,337.90	
57	Bedding and Finishing (Webb)	LS	1	\$ 6,340.00	\$ 6,340.00	1	100%	\$ 6,340.00	\$ 9,510.00	
58	Maintenance (Webb)	LS	1	\$ 7,550.00	\$ 7,550.00	1	100%	\$ 7,550.00	\$ 11,325.00	
59	Construction Management	% of Webb Bid	\$ 655,366.35	5%	\$ 32,768.32	\$ 18,466.88	56%	\$ 18,466.88	\$ 27,700.32	
60	Site Facilities	LS	1	\$ 8,612.00	\$ 8,612.00	1	90%	\$ 7,750.80	\$ 11,626.20	
61	Decompaction of Compacted Areas	LS	1	\$ 5,876.00	\$ 5,876.00	1	100%	\$ 5,876.00	\$ 8,814.00	
62	Drywells	EA	8	\$ 449.67	\$ 3,597.36	8	100%	\$ 3,597.36	\$ 5,396.04	
63	Install Gravel Path	SF	489	\$ 2.86	\$ 1,398.54	489	100%	\$ 1,398.54	\$ 2,097.81	
64	Install Concrete Path	SF	1035	\$ 9.72	\$ 10,060.20	1,035	100%	\$ 10,060.20	\$ 15,090.30	
65	Install Furnishings	LS	1	\$ 15,271.00	\$ 15,271.00	1	100%	\$ 15,271.00	\$ 22,906.50	
66	Install 40' Chainlink Fence w/ Gravel Pad	LF	40	\$ 95.25	\$ 3,810.00	40	100%	\$ 3,810.00	\$ 5,715.00	
67	Final Site Grading	CY	545000	\$ 0.10	\$ 53,734.00	495,000	91%	\$ 48,804.28	\$ 73,206.41	
68	Screen Topsoil	CY	2000	\$ 13.24	\$ 26,480.00	1,800	90%	\$ 23,832.00	\$ 35,748.00	
69	Pump Station	LS	1	\$ 30,000.00	\$ 30,000.00	1	100%	\$ 30,000.00	\$ 45,000.00	
Curtis Park, Quigley Road Landscaping Improvements										
70	Curtis Park Tree Removal	LS	1	\$ 1,210.00	\$ 1,210.00	0	0%	\$ -	\$ -	
71	Curtis Park Tree Protection Fencing	LS	1	\$ 717.00	\$ 717.00	1	100%	\$ 717.00	\$ 1,075.50	
72	Path Root Barrier (36" depth)	LF	200	\$ 9.15	\$ 1,830.00	200	100%	\$ 1,830.00	\$ 2,745.00	
73	Quigley Road Tree Removal/Pruning and Landscape/Irrigation Repair	LS	1	\$ 7,260.00	\$ 7,260.00	1	100%	\$ 7,260.00	\$ 10,890.00	
Signing and Striping										
74	Vehicular Sign (Stop, Stop and Street, Path Crossing)	EA	11	\$ 544.55	\$ 5,990.05	11	100%	\$ 5,990.05	\$ 8,985.08	
75	ADA Parking Sign	EA	2	\$ 242.00	\$ 484.00	2	100%	\$ 484.00	\$ 726.00	
76	ADA Parking Paint Markings	LS	1	\$ 363.00	\$ 363.00	1	100%	\$ 363.00	\$ 544.50	
77	Multi-Use Path Bollard Sign Post and Signs	EA	3	\$ 3,025.00	\$ 9,075.00	3	100%	\$ 9,075.00	\$ 13,612.50	
78	Multi-Use Path Paint Markings (At Public Street Crossings)	EA	3	\$ 181.67	\$ 545.01	3	100%	\$ 545.01	\$ 817.52	
79	Multi-Use Path Paint Markings (At Parking Access Crossings)	EA	2	\$ 242.00	\$ 484.00	2	100%	\$ 484.00	\$ 726.00	
80	Multi-Use Path Breakaway Bollard and Paint Marking	EA	1	\$ 230.00	\$ 230.00	1	100%	\$ 230.00	\$ 345.00	
Miscellaneous										
81	Erosion and Sediment Control	LS	1	\$ 38,813.00	\$ 38,813.00	0.34	34%	\$ 13,196.42	\$ 19,794.63	
82	Stake Non-Disturbance Area (Change Order 1-2)	LS	1	\$ 536.00	\$ 536.00	0	0%	\$ -	\$ -	
83	Traffic Control	LS	1	\$ 4,873.00	\$ 4,873.00	0.59	59%	\$ 2,875.07	\$ 4,312.61	
84	Mobilization and Materials Testing	LS	1	\$ 77,608.00	\$ 77,608.00	0.51	51%	\$ 39,580.08	\$ 59,370.12	
85	5% Retainage Currently Unpaid (Do not bond at 150%)	LS	1	\$ 67,060.38	\$ 67,060.38	1.00	100%	\$ 67,060.38	\$ 67,060.38	
86	Construction Water (CO #1-1 and #1-7)	LS	1	\$ 12,947.01	\$ 12,947.01	0	0%	\$ -	\$ -	
Construction Surveying and Engineering										
87	Construction Staking	LS	1	\$ 30,000.00	\$ 30,000.00	0.35	35%	\$ 10,500.00	\$ 15,750.00	
88	Set Monuments	LS	1	\$ 7,000.00	\$ 7,000.00	1	100%	\$ 7,000.00	\$ 10,500.00	
89	Prepare and Submit As-Built Drawings	LS	1	\$ 15,000.00	\$ 15,000.00	1	100%	\$ 15,000.00	\$ 22,500.00	
Totals					\$ 3,039,045.36			\$ 1,638,773.07	\$ 2,424,629.42	\$ 19,469.32 \$ 29,203.98
								Proposed Bond Amount from PW Dept.		\$ 2,453,833.40
?	Inspection fee									
?	Annexation fee before plat recorded									
?	Phase 1 sidewalk in lieu connection fee									

Application Period: Part 2, Pay Application 7		Application Date: 4/2/2021
To (Owner): MARATHON PARTNERS, LLC	From (Contractor): SkyLine Excavation and Grading	Via (Engineer):
Project: SUNBEAM- PHASE 1; PART 2	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders:					
Number	Additions	Deductions			
1	\$ 148,809.46	\$ (15,810.03)	1. ORIGINAL CONTRACT PRICE.....	\$ 482,418.01	
			2. Net change by Change Orders.....	\$ 132,984.43	
			3. CURRENT CONTRACT PRICE (Line 1+Line 2).....	\$ 615,402.44	\$ 615,402.44 TRUE
			4. TOTAL COMPLETED AND STORED TO DATE (Progress Estimate).....	\$ 605,306.56	
		\$ (15.00)	5. RETAINAGE:		
			a. <u>5</u> % x Work Completed	\$ (30,265.33)	
			b. <u>5</u> % x Store Material	\$ -	
			c. Total Retainage (Line 5a + Line 5b).....	\$ (30,265.33)	\$ (30,265.33) TRUE
			6. AMOUNT ELIGIBLE TO DATE (Line 4-LINE 5c).....	\$ 575,041.23	
			7. LESS PREV. PAYMENTS (Line 6 from prior Appl.)..	\$ 541,456.34	
TOTALS	\$ 148,809.46	\$ (15,825.03)	8. AMOUNT DUE THIS APPLICATION.....	\$ 33,584.89	
NET CHANGE BY CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 7 – Line 8 + Line 5c).....	\$ 40,361.21	

Contractor's Certification

Payment of: \$ 33,584.89

(Line 8, or other w/explanation)

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and, (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

4/5/21

Is recommend by: _____ (Engineer) (Date)

Payment of: \$ _____ (Line 8, or other w/explanation)

Is approved by: _____ (Owner) (Date)

Approved by: _____ Funding Agency (if applicable) (Date)

Application Period:		7 Application Date:	4/2/2021
To (Owner):	MARATHON PARTNERS, LLC	From (Contractor):	SkyLine Excavation and Grading
Project:	SUNBEAM- PHASE 1; PART I	Contract:	
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders:				
Number	Additions	Deductions		
1	\$ 13,218.00		1. ORIGINAL CONTRACT PRICE.....	\$ 461,578.71
2	\$ 536.00		2. Net change by Change Orders.....	\$ (20,145.13)
3	\$ 1,345.00		3. CURRENT CONTRACT PRICE (Line 1+Line 2).....	\$ 441,433.58
4			4. TOTAL COMPLETED AND STORED TO DATE (Progress Estimate).....	\$ 441,433.58
5		\$ (29,669.77)	5. RETAINAGE:	\$ (22,071.68)
6		\$ (303.37)	a. 5 % x Work Completed	\$ -
7	\$ (5,270.99)		b. 5 % x Store Material	\$ (22,071.68)
			c. Total Retainage (Line 5a + Line 5b).....	\$ (22,071.68)
			6. AMOUNT ELIGIBLE TO DATE (Line 4-LINE 5c).....	\$ 419,361.90
			7. LESS PREV. PAYMENTS (Line 6 from prior Appl.)..	\$ 414,164.76
			8. AMOUNT DUE THIS APPLICATION.....	\$ 5,197.14
TOTALS	\$ 9,828.01	\$ (29,973.14)	9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 7 – Line 8 + Line 5c).....	\$ 22,071.68
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

Payment of: \$ 5,197.14

(Line 8, or other w/explanation)

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and, (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

4/5/21

Is recommend by: _____ (Engineer) (Date)

Payment of: \$ _____ (Line 8, or other w/explanation)

Is approved by: _____ (Owner) (Date)

Approved by: _____ (Date)
Funding Agency (if applicable)

Application Period:		2 Application Date:	4/2/2021
To (Owner):	SkyLine Excavation and Grading	From (Contractor):	SkyLine Excavation and Grading Via (Engineer):
Project:	Sunbeam Landscaping	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

Application For Payment

Change Order Summary

Approved Change Orders:				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 655,366.35
			2. Net change by Change Orders.....	\$ -
			3. CURRENT CONTRACT PRICE (Line 1+Line 2).....	\$ 655,366.35
			4. TOTAL COMPLETED AND STORED TO DATE (Progress Estimate).....	\$ 294,467.43
			5. RETAINAGE:	
			a. <u>5</u> % x Work Completed and MOH	\$ (14,723.37)
			c. Total Retainage (Line 5a + Line 5b).....	\$ (14,723.37)
			6. AMOUNT ELIGIBLE TO DATE (Line 4-LINE 5c).....	\$ 279,744.06
			7. LESS PREV. PAYMENTS (Line 6 from prior Appl.)..	\$ 150,000.00
TOTALS	\$ -	\$ -	Amount Due Per Contract	\$ 129,744.06
			Amount Due for Management Fee	\$ 14,301.44
			Total Due	\$ 144,045.50
NET CHANGE BY CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 7 - Line 8 + Line 5c).....	\$ 375,622.29

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and, (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

4/5/21

Is recommend by: _____ (Engineer) (Date)

Payment of: \$ _____ (Line 8, or other w/explanation)

Is approved by: _____ (Owner) (Date)

Approved by: _____ (Date)
Funding Agency (if applicable)

Schedule of Values

A	Item	C				D	E			F	G	H	I	J			
		Qty	Value	Unit	Scheduled Values		Qty Previous Billed	Previous Billed	Qty Billed						This Period	Materials Stored	Qty Change in Contract
	Mobilization and Staging	1	LS	\$ 10,167.00	\$ 10,167.00		\$ -		\$ -			\$ -	0%	\$ 10,167.00	\$ -		
Site Work	Webbs Site Work	1	LS	\$ 64,200.00	\$ 64,200.00		\$ -		\$ -			\$ -	0%	\$ 64,200.00	\$ -		
Construction							\$ -		\$ -			\$ -	#DIV/0!	\$ -	\$ -		
	Install Engineered Wood Fiber Play Surface (depth, per code)	1850.00	SF	\$ 2.91	\$ 5,388.00		\$ -		\$ -			\$ -	0%	\$ 5,388.00	\$ -		
	Install Boulders	7	LS	\$ 1,034.29	\$ 7,240.00		\$ -		\$ -			\$ -	0%	\$ 7,240.00	\$ -		
	Play Edging (Addendum #1)	80	LF	\$ 52.25	\$ 4,180.00		\$ -		\$ -			\$ -	0%	\$ 4,180.00	\$ -		
	Stone retention under slide (Addendum #1)	0	LF				\$ -		\$ -			\$ -	#DIV/0!	\$ -	\$ -		
	Timber Riser per spec on page L3.1	1	LS	\$ 3,065.00	\$ 3,065.00		\$ -		\$ -			\$ -	0%	\$ 3,065.00	\$ -		
Plantings	Webbs Plantings	1	LS	\$ 202,290.35	\$ 202,290.35	0.78	\$ 157,894.74		\$ -			\$ 157,894.74	78%	\$ 44,395.61	\$ 7,894.74		
Seeding	Webbs Seeding	1	LS	\$ 59,920.00	\$ 59,920.00		\$ -		\$ -			\$ -	0%	\$ 59,920.00	\$ -		
Irrigation	Webbs Irrigation	1	LS	\$ 285,026.00	\$ 285,026.00		\$ -		\$ -	\$ 128,134.07		\$ 128,134.07	45%	\$ 156,891.93	\$ 6,406.70		
Finishing							\$ -		\$ -			\$ -	#DIV/0!	\$ -	\$ -		
	Soil Pep in Bed Areas	36	CY	\$ 101.67	\$ 3,660.00		\$ -		\$ -			\$ -	0%	\$ 3,660.00	\$ -		
	Soil Pep Trees (Park)	6	CY	\$ 143.00	\$ 858.00		\$ -		\$ -			\$ -	0%	\$ 858.00	\$ -		
	Soil Pep Street Trees	12	CY	\$ 151.83	\$ 1,822.00		\$ -		\$ -			\$ -	0%	\$ 1,822.00	\$ -		
Maintenance							\$ -		\$ -			\$ -	#DIV/0!	\$ -	\$ -		
	2 months Mowing Lawn Areas	1	LS	\$ 3,200.00	\$ 3,200.00		\$ -		\$ -			\$ -	0%	\$ 3,200.00	\$ -		
	4 Months Site Maintenance	1	LS	\$ 4,350.00	\$ 4,350.00		\$ -		\$ -			\$ -	0%	\$ 4,350.00	\$ -		
	WEBB TOTALS				\$ 655,366.35		\$ 157,894.74		\$ -			\$ 286,028.81		\$ 369,337.54	\$ 14,301.44		
SkyLine	SITE FACILITIES	1	LS	\$ 8,612.00	\$ 8,612.00		\$ -	0.10	\$ 861.20			\$ 861.20	10%	\$ 7,750.80	\$ 43.06		
	DECOMPACTION OF COMPACTED AREAS	1	LS	\$ 5,876.00	\$ 5,876.00		\$ -		\$ -			\$ -	0%	\$ 5,876.00	\$ -		
	DRYWELLS	8	EA	\$ 449.67	\$ 3,597.36		\$ -		\$ -			\$ -	0%	\$ 3,597.36	\$ -		
	INSTALL GRAVEL PATH	489	SF	\$ 2.86	\$ 1,400.00		\$ -		\$ -			\$ -	0%	\$ 1,400.00	\$ -		
	INSTALL CONCRETE PATH	1,035	SF	\$ 9.72	\$ 10,064.00		\$ -		\$ -			\$ -	0%	\$ 10,064.00	\$ -		
	INSTALL FURNISHINGS	1	LS	\$ 15,271.00	\$ 15,271.00		\$ -		\$ -			\$ -	0%	\$ 15,271.00	\$ -		
	INSTALL 40' CHAINLINK FENCE WITH GRAVEL PAD	40	LF	\$ 95.25	\$ 3,810.00		\$ -		\$ -			\$ -	0%	\$ 3,810.00	\$ -		
	FINAL SITE GRADING	545000	LS	\$ 0.10	\$ 53,734.00		\$ -	50000.00	\$ 4,929.72			\$ 4,929.72	9%	\$ 48,804.28	\$ 246.49		
	SCREEN TOPSOIL	2000	CY	\$ 13.24	\$ 26,477.00		\$ -	200.00	\$ 2,647.70			\$ 2,647.70	10%	\$ 23,829.30	\$ 132.39		
					Subtotal Costs		\$ 784,207.71		\$ 157,894.74		\$ 8,438.62	\$ 128,134.07		\$ 294,467.43		\$ 489,740.28	\$ 14,723.37
CHANGE ORDERS																	
1																	
2																	
3																	
4																	
	Contract Price				\$ 784,207.71		\$ 157,894.74		\$ 8,438.62	\$ 128,134.07		\$ 294,467.43		\$ 489,740.28	\$ 14,723.37		

AGENDA ITEM SUMMARY

DATE: 05/19/2020 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Continuation of the consideration of a Planned Unit Development (PUD) Application (Phase I) for Sunbeam Subdivision by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 147 units, to be located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey). The project will consist of:

- Park and Open Space for Residential and Public Use
- Bike and Pedestrian Connector Trails
- Recreation Field, Natural Play and Scenic Area
- Curtis Park Connection
- Single-Family Lots and Cottage Single-Family Lots

A P.U.D Application has been submitted requesting to allow the Applicant to cluster a portion of the residential density of 62 units onto six (6) newly created parcels or cottage single-family lots (38) and 24 single-family lots smaller than 8,000 square feet. The remaining 85 lots will be greater than 8,000 square feet. Current zoning allows for a (theoretical) density of 177 lots, at a minimum lot size of 8,000 square feet. This application will consist of two (2) phases of development and is concurrent with a Preliminary Plat Subdivision Application.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 17
(IF APPLICABLE)

BACKGROUND:

The Council conducted their first public hearing on this project on April 27, 2020. At that time, the applicant presented an overview, questions of the Council were taken, and a public hearing conducted. The Council continued the public hearing to Tuesday May 5th, at which time, transportation, water usage and water rights were discussed. The project was continued to Tuesday, May 19, 2020 at 5:30 pm.

The applicant has made the following changes to the project proposal:

- 1) At the request of staff, the applicant is proposing to either transfer approximately 30 acres equivalent of water rights to the city, or to make a \$200,000 contribution towards the well site. See updated notations in the staff reports as to the reasons behind this request.
- 2) A well site is proposed, with two location options:
 - Option 1: in a location that previously contained a cottage site. Under this option, the cottage site would be relocated to be adjacent to the park, and increased by two (2) cottage units. A flag lot, lot 20 would be removed and combined with the adjacent lot. A new Lot 8 has been added adjacent to the proposed well site.
 - Option 2: a more northerly location as shown on the drawing.
- 3) The Draft Development Agreement has been amended to reflect the well site and water rights or \$200,00 well contribution (choice of one of these two to be determined by the Council).
- 4) An easement is proposed in the northeast corner of Lot 33 to connect to the City of Hailey property on the east side of the ditch, subject to negotiations with the property owner of Lot 1A, Block 1, Marvin Gardens.

Attachments to this report:

1. Revised Staff Report

2. Options 1 and 2 for municipal well site location
3. Drawings related to the project:
 - a. Revised Plat
 - b. PUD Development Plan
 - c. Park Detail
4. Amended PUD Development Agreement and Resolution
5. Letter from Edmund E. Dumke dated May 6, 2020
6. Public Comment Received since May 5, 2020

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing on the Sunbeam Subdivision PUD Application, and Motion Language (2 motions) as outlined below.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval:

Motion #1: Motion to approve the Planned Unit Development (PUD) Application for Sunbeam Subdivision by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 147 units located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey) , finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to conditions 1-12 in the staff report dated May 19,2020.

Motion #2: I move to adopt Resolution 20-20___, a Resolution authorizing a Planned Unit development Agreement with Marathon Partners, LLC regarding the Sunbeam Subdivision PUD.

Denial:

Motion to deny the Planned Unit Development (PUD) Application for Sunbeam Subdivision by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 147 units located on 54.38 acres (Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey), finding that the project does not meet the standards under Section 17.10 of the [the Council should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing upon the Planned Unit Development (PUD) Application for Sunbeam Subdivision to June 2, 2020.

Date 5/17/20 - council approved w/ Resolution 2020-65
 City Clerk 6/24/20 - rec'd original from applicants attorney.
6/24 - Mayor signed
6/27 - dropped off original at county for recording

**CITY OF HAILEY
RESOLUTION NO. 2020-065**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A DEVELOPMENT AGREEMENT WITH MARATHON PARTNERS,
LLC REGARDING SUNBEAM SUBDIVISION PLANNED UNIT DEVELOPMENT**


WHEREAS, the City of Hailey desires to enter into a Development Agreement with Marathon Partners, LLC regarding the Sunbeam Subdivision Planned Unit Development; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the Planned Unit Development Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT CITY OFFICIALS ARE HEREBY AUTHORIZED TO SIGN THE ATTACHED SUNBEAM SUBDIVISION PLANNED UNIT DEVELOPMENT AGREEMENT.

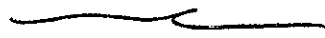
Passed this 19th day of May, 2020.

City of Hailey

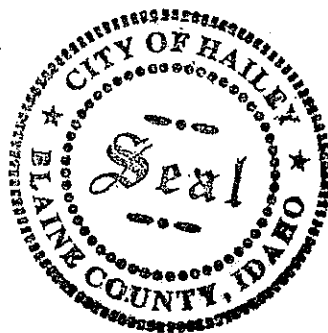


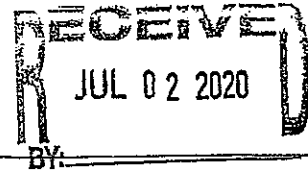
Martha Burke, Mayor

ATTEST:



Mary Cone, City Clerk





<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>Lawson Laski Clark, PLLC Post Office Box 3310 Ketchum, ID 83340 Attn: Edward A. Lawson</p>	<p>BY: _____</p> <p>Instrument # 670234 HAILEY, BLAINE, IDAHO 6-29-2020 03:08:34 PM No. of Pages: 10 Recorded for : CITY OF HAILEY JOLYNN DRAGE Fee: 0.00 Ex-Officio Recorder Deputy Index to: AGREEMENT/CORRECTION</p>
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(Space Above Line for Recorder's Use)

SUNBEAM SUBDIVISION PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT ("Agreement") is dated for reference purposes this 18th day of June, 2020, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("City" or "Hailey") and MARATHON PARTNERS, LLC, an Idaho limited liability company ("Owner", and together with the City, the "Parties").

RECITALS

A. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve planned unit developments and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties and residents of the City.

B. Owner owns the real property within the municipal boundary of the City of Hailey, Idaho and more particularly described as Tax Lot 6655, Sections 9 and 10, T2N, R18E records of Blaine County, Idaho which is currently zoned Limited Residential-1 (LR-1) ("Property"). The Property was annexed into the City pursuant to an Annexation Agreement dated October 12, 1981 and recorded in Blaine County, Idaho on August 26, 1992 as Instrument No. 344111 ("Annexation Agreement") under and by virtue of paragraph 5(b) of which Owner is obligated to pay the City, two hundred and fifty dollars (\$250.00) for each of the 115 lots in the development, with 15% simple annual interest thereon from October 12, 1981, being the sum of one hundred ninety five thousand four hundred eighty four and 25/100 dollars (\$195,484.25) through June 1, 2020 and eleven dollars and eighty two cents (\$11.82) for each day thereafter until the plat for Phase 1 is recorded at which time the entire amount becomes due and payable.

C. Owner has applied for subdivision approval ("Land Use Applications") to develop the Property in two phases (each a "Phase") as a single planned unit development ("PUD") consisting of 147 residences comprised of 109 single family lots and 6 cottage townhome lots for 38 residences, a 7.88 acre park all as described and depicted in the Sunbeam Subdivision, Phase 1 prepared by Galena Engineers, Inc., dated May 14, 2020 ("PUD Development Plan").

D. City has the capacity to provide essential services to the PUD, including, water, sewer, and emergency services.

E. City, having held all lawfully required public hearings and public meetings for consideration of each of the Land Use Applications and this Agreement; approving each of

the Land Use Applications, and this Agreement; having adopted findings of fact, conclusions of law as the written decision with regard thereto in conjunction with this Agreement; and having determined it is in the best interests of City and Owner that the Property be developed in accordance with this Agreement and the PUD Development Plan.

F. City and Owner enter this Agreement for the purpose of fulfilling the requirement of HMC §17.10.050.05 establishing certain rights and obligations of the Parties with regard to the development of the Property, including limitations as to the use, development, design, phasing, construction of necessary improvements, describing modifications granted and amenities provided, a schedule for development and mitigating the impacts directly attributable to the PUD.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, City and Owner hereby mutually covenant and agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided,

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

2. Incorporation of Related Agreements, Approvals, Plans, Permits and Other Documents. The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:

PUD Findings of Fact, Conclusions of Law and Decision dated June 8, 2020

PUD Development Plan

Subdivision Findings of Fact, conclusions of Law and Decision dated June 8, 2020

Phase 1 Park Detail plans prepared by BYLA

Annexation Agreement dated October 12, 1981.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents shall constitute a breach of this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Agreement shall govern. The parties acknowledge and agree that all executory terms and conditions of the Annexation Agreement are incorporated herein, and that Owner's performance of its obligations hereunder will fully satisfy all obligations under the Annexation Agreement.

Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date of this Agreement. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees.
- ii) amendments to building, plumbing, fire and other construction codes.
- iii) City enactments that are adopted pursuant to state or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the City Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council as an amendment to this Agreement.

3. Right to Develop. Subject to the requirements of this Agreement, the Owner and all future owners of some or all of the Property shall have the right to develop, construct, improve and use the Property for single family residential purposes as depicted and described in the PUD Development Plan, including the following modification or waivers of zoning or subdivision requirements:

- (i) 24 lots and 38 cottage units of less than the 8,000 square foot required in the LR-1 zone;
- (ii) 29 lots and 38 cottage lots of less than 75 feet wide;
- (iii) one flag lot in Phase 1 and one flag lot in Phase 2;
- (iv) private streets for ingress to and egress from the cottage lots whether or not serving more than five residential dwelling units;
- (v) a requirement of only two parking spaces per cottage unit accessed from a private street; and
- (vi) allowance of parking on City streets, subject to winter restrictions.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents

may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty (30) days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all inconsistent terms and conditions of the approvals referenced in Section 2 shall be deemed to have been amended to conform the amendment to this Agreement.

4. Phased Development. The Property may be developed in one or two phases at the discretion of Owner as set forth in the PUD Development Plan consisting of 147 residential units comprised of 109 single family lots and 6 cottage townhouse lots for 38 residential units. The first Phase ("**Phase 1**") shall consist of the following:

- (i) a 4.54-acre park integrated into the existing Curtis Park depicted on the PUD Development Plan as Parcel A, and a six (6) foot wide pedestrian trail across the northeast corner of Lot 32 where shown on the PUD Development Plan.
- (ii) 67 single family lots
- (iii) 3 cottage townhouse lots containing 18 cottage units and
- (iv) the well site described in paragraph 6, below.

All cottage lots depicted in the PUD Development Plan must be developed with cottage units by the Owner or its successors or assigns. Owner shall use commercially reasonable efforts to expedite the development of said cottage units. The second Phase ("**Phase 2**") shall consist of all improvements not included in Phase 1 including a 3.34-acre park depicted on the PUD Development Plan as Parcel B, 42 single family lots and 3 cottage lots containing 20 cottage units.

The streets and combined 7.88-acre park depicted on the PUD Development Plan shall be dedicated to the City for public use at the time of recordation of the plat for Phase 1. An easement shall be reserved by Owner to permit continued agricultural use of the Phase 2 land areas until recordation of the plat for Phase 2 at which time the easement shall be vacated and of no further force or effect. All park improvements shall be constructed by Owner at its expense in accordance with the Phase 1 Park Detail plan prepared by BYLA.

A reasonable number of existing mature conifer trees along the north and east boundary of the Property shall be preserved. Areas will be set aside as depicted on the PUD Development Plan for future development as a public bus stop on Quigley Road and near the proposed park.

The Declaration of Covenants, Conditions and Restrictions impressed upon the Property at the time of recordation of the plat for Phase 1 ("**Declaration**") shall

- (i) provide for the formation and operation of an owners' association ("**Association**"),

- (ii) require that the Association perform those obligations set forth in an agreement to be made with the City providing for the maintenance of the landscaping in the public right-of-way at Association expense irrigating with municipal water provided by the City at no charge to the Association,
- (iii) requiring each residence on the Property be wired to accommodate solar energy devices and systems,
- (iv) requiring the Association to plow the 10-foot multi-use path along San Badger Drive starting at the time of recordation of the plat for Phase 2, and
- (v) requiring all water conservation measures and green building standards spelled out herein below.

5. Water Rights and Water Conservation. Potable water and water for irrigation of the residential lots shall be provided by municipal water. Owner shall dedicate and convey to the City 0.20 cubic feet per second of Owner's surface irrigation Water Right No. 37-21112 for the irrigation of 7.4 acres within park parcels A and B (the "**Park Dedicated Water Right**") to be dedicated to and maintained by the City of Hailey. A supplemental municipal connection shall be provided for these areas in the event the Dedicated Water Right is shut off or otherwise becomes completely or partially unavailable prior to the end of the irrigation season. All other irrigable areas within the Property shall be irrigated by municipal water services. Owner shall construct the improvements necessary to deliver the Dedicated Water Right from the Hiawatha Canal through the existing diversion serving Curtis Park to the subdivision parks. The improvements shall be conveyed to the City which shall operate the irrigation system.

All residential and park area landscaping and irrigation shall be consistent with the Wood River Land Trust's "*Trout Friendly Lawn*" program and those programs adopted and implemented by the City on all residential properties. In addition, irrigated areas in the right-of-way shall feature drought tolerant grass species. Additional measures to conserve water, limit irrigation times, chemical use and species of grass and percentages of lot areas where irrigation of grass turf is permissible shall be set forth in the Declaration, including the following:

- (i) Owner shall apply for and diligently and in good faith prosecute to completion an application for level 3 certification under the National Green Building Standard (NGBS) ICC-700 2015 – Land Development.
- (ii) Restrictions on the total land area of each lot which can be landscaped with turf consistent with the following: for lots up to 8,000 square feet a maximum of 40% of the total land area; for lots greater than 8,000 square feet but less than 12,000 square feet a maximum of 35% of the total land area up to a maximum of 3,500 square feet; for lots greater than 12,000 square feet but less than 14,000 square feet a maximum of 30% of the total land area up to a maximum of 3,500 square feet; and for lots greater than 14,000 square feet a maximum of 25% of the total land area.
- (iii) A requirement that residential lots (A) use qualified drought tolerant plantings from an approved Association list or as recommended by a landscape design

professional (B) an irrigation system that has 70% distribution uniformity for turf areas and/or utilizes EPA WaterSense irrigation controllers and heads or equivalent and (C) use turf grass recommended by the Turfgrass Water Conservation Alliance (TWCA) or the equivalent, wherever turf is planted.

6. Public Well, Additional Water Rights or In-Lieu Payment. Owner shall convey to the City the well site depicted on the PUD Development Plan and convey to the City 0.60 cubic feet per second of Owner's surface irrigation Water Right No. 37-21112 for the irrigation of 22.6 acres. The conveyance of the well site and water rights shall be made at the time of recordation of the final plat for Phase 1. The well and building shall be developed at the expense of the City in accordance with a design, including sound mitigation measures, mutually agreed to by the parties hereto. The water rights conveyed by Owner to City pursuant to this paragraph shall be leased by the City to Owner for one dollar (\$1.00) each year following the conveyance until recordation of the plat for Phase 2.

7. No Other Conditions of Approval. City has determined that except as otherwise expressly set forth in paragraphs 4, 5, and 6, that no other conditions need be attached to the PUD to mitigate potential adverse impacts to the City's infrastructure, to further the City's land use policies or ensure the benefits to be derived from the PUD. Accordingly, City hereby unconditionally and knowingly waives its right to attach conditions to the PUD under paragraph D of HMC § 17.10.050.04, except as set forth in paragraphs 4, 5 and 6 of this Agreement.

8. Term. The term of this Agreement shall be perpetual, subject to the conditions set forth above.

9. Miscellaneous Provisions.

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, City's Zoning Ordinance, Subdivision Ordinance, and Planned Unit Development requirements for the Property.

b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.

c) Specific Performance. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333
Attn: Community Development Director
Email: lisa.horowitz@haileycityhall.org

Notices given to Owner shall be addressed as follows:

Marathon Partners, LLC
Post Office Box 3118
Ketchum, ID 83340
Attn: Ed Dumke
Email: edumke@mac.com

with a copy to:

Lawson Laski Clark, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725-0055
Email: eal@lawsonlaski.com

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

f) Reliance by the Parties. This Agreement is intended by Owner to be considered by the City as part of Owner's Land Use Applications. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said Land Use Applications.

g) Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party. No third parties are intended beneficiaries of this Agreement.

h) Successors and Assigns; Covenant Running with the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

i) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination. Upon recordation of a deed or other instrument of conveyance of individual lots or cottages to third parties as an incident of a bona fide sale or conveyance all of the financial obligations of Owner set forth herein shall automatically be released from said individual lots and cottages.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

m) Exhibits. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

o) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof.

p) Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of inclement weather; material shortages; labor shortages; unavailability of gas, electric or other utilities through no fault of Owner; dispute or strike; civil strife; acts beyond the control of the delayed party including, viruses, communicable diseases, epidemics, market conditions, lack of credit facilities, acts of God; and actions by the United States of America or the State of Idaho, or the City of Hailey or any of their agencies, the time of performance for completion of such amenity or improvement shall be extended for the same time as lost by the cause hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Marathon Partners, LLC, an Idaho
limited liability company

City of Hailey, Idaho, a municipal
corporation

By: Ed Dumke
Ed Dumke, Managing Member

By: Martha Burke
Martha Burke, Mayor

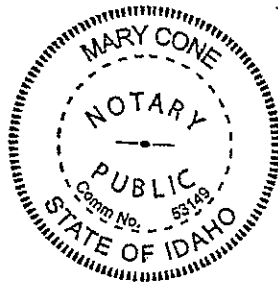


ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this 26th day of June, 2020, before me a Notary Public in and for said State, personally appeared MARTHA BURKE, known to me to be the Mayor of the CITY OF HAILEY, IDAHO and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City Of Hailey, Idaho.

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

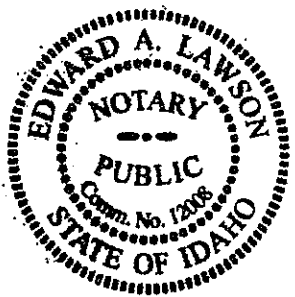


[Signature]
Notary Public
Residing at Hailey, ID
My Commission Expires 9/19/2020

STATE OF IDAHO)
)ss.
County of Blaine)

Subscribed and sworn before me on this 18th day of June, 2020, before me a Notary Public in and for said State, personally appeared ED DUMKE known or identified to me to be the Managing Member of MARATHON PARTNERS, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
Notary Public
Residing at Blaine County, Idaho
My Commission Expires 5-31-24

Return to Agenda

AGENDA ITEM SUMMARY

DATE: March 29, 2021 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** MHC

SUBJECT: 2nd and 3rd Reading Ordinance No. 1280

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On March 8, 2021, the Council held a public hearing and conducted the first reading of the Ordinance No. 1280.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Casele

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

March 29, 2021 - Conduct the second reading of Ordinance 1280

April 12, 2021 – Motion to approve Ordinance No. 1280, authorize the Mayor to sign and conduct 3rd Reading of Ordinance by title only and approve the summary of Ordinance.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 1268 ESTABLISHING A REVISED FEE SCHEDULE THAT ADDS A NEW FEE FOR APPLICATIONS FOR ADMINISTRATIVE REVIEW OF ACCESSORY DWELLING UNITS (ADUS); 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 adopted Ordinance No. 1268 establishing fees, increasing fees and/or removing fees for Applications for Development Agreements, Development Agreement Amendments Design Review for Commercial and Mixed-Use Applications, Design Review for Multifamily Applications, Preapplication Design Review Applications, Lot Line Shift (combining lots) Applications, Temporary Certificate of Occupancy Permits, Alternative Energy Permit Applications, Appeal Applications, Comprehensive Plan Amendments, Conditional Use Permit Applications, Demolition Permit Applications, Design Review Applications for Modifications to Projects that have received Design Review approval, Fence Permit Applications, Lot Line Shift Applications (all other alterations), Permanent Sign Permit Applications, Reroof Permit Applications, Rezone Applications, Subdivision Ordinance and Zoning Ordinance Text Amendments, Vacation Applications, Variance Applications, Wireless Permit Applications, Wireless Master Development Plans, and Preapplication Meetings and Sign (inspections) in the public right-of-way;

WHEREAS, the Hailey City Council has adopted Ordinance No. 1195 setting forth fees for Engineering Services, and providing for a Retainer for said fee;

WHEREAS, the Hailey City Council has adopted Ordinance No. 1146 setting forth fees for all development related applications;

WHEREAS, the Hailey City Council has adopted Ordinance No. 1032 setting forth procedures for projects with no substantial impact, modifications to projects that have received design review approval, and recommendation for design review exemption;

WHEREAS, the Hailey City Council has adopted Ordinance No. 962 establishing fees for various applications;

WHEREAS, the Hailey City Council has determined that it is necessary for the City to set forth a new fee for the Administrative Review of Accessory Dwelling Unit (ADU) Applications;

WHEREAS, the Hailey City Council finds that the fees adopted by this Ordinance are reasonably related to and do not exceed the actual cost of the service provided by the City; and

WHEREAS, new fees or fee increases above 5% have been duly noticed and discussed in a public hearing pursuant to Idaho Code Section 63-1311A.

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

SECTION 1. The Fee Schedule attached hereto as Exhibit “A” and is hereby amended by the addition of the underlined language, as shown in Exhibit “A”.

SECTION 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any art thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

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

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2021.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Exhibit “A” to Ordinance No. _____ : Fee Schedule

<u>Zoning and Subdivision Fee Schedule – City of Hailey</u>	
<u>Application</u>	<u>Hailey</u>
Alternative Energy Permit	\$75 + 65% of fee for DBS
Annexation	\$1250 + \$15/developable acre (Tischler Bise)
Appeal	\$500 (+ cost of transcript if required)
Child Care Conditional Use Permit	\$50
Comprehensive Plan Amendment	\$750
Conditional Use Permit	\$550
Demolition	\$125
Development Agreements	\$1,500 + Applicant shall pay all processing expenses that exceed \$1,500
Development Agreement Amendments	\$500
Design Review: Commercial or Mixed-Use	\$1000 + \$50/1,000 gross sq. ft.
Design Review: Multi-Family	\$500 for first unit + \$100/additional unit
Design Review: Accessory Structure (excluding Single Family Dwellings, ADUs and Duplexes in Townsite Overlay)	\$250
Design Review: Modifications to Projects that have received Design Review Approval (determined by Administrator to be minor)	\$100
<u>Administrative Design Review for Accessory Dwelling Units (ADUs)</u>	<u>\$150</u>
Preapplication Design Review	\$250
Design Review: Recommendation for Exemption	\$75
Fence Permit	\$50
Floodplain Hazard Development Permit	\$400
Floodplain Hazard Development Permit (no substantial impact)	\$75
Lot Line Shift (combining lots)	\$75
Lot Line Shift (all other alterations)	\$400
Miscellaneous	\$55
Planned Unit Development	\$500
Permanent Sign Permit	\$75
Portable Sign Permit	\$30
Portable Sign: Renewal	\$20

Reroof Permit	BP Fees (based on estimated cost of construction)
Rezone	\$750
Short Plat Subdivision	\$300/lot, subplot, unit; not to exceed \$1,200
Subdivision Preliminary Plat	\$1,250 + \$55/lot, subplot, unit
Subdivision Final Plat	\$400 + \$25/lot, subplot, unit
Subdivision Ordinance and Zoning Ordinance Text Amendment	\$750
Temporary Certificate of Occupancy	\$200/residential + nonrefundable \$500/commercial + nonrefundable
Vacation	\$550
Variance	\$500
Wireless Permit	\$525
Wireless Master Development Plan	\$525
Wireless Conditional Use Permit	\$600
Wireless Annual Renewal	\$60
In-Lieu Parking Contribution	\$9,975 per parking space

SUMMARY OF HAILEY ORDINANCE NO. 1280

The Following is a summary of the principal provisions of Ordinance No. 1280 of the City of Hailey, Idaho, duly passed and adopted April 12, 2021, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 1268 ESTABLISHING A REVISED FEE SCHEDULE THAT ADDS A NEW FEE FOR APPLICATIONS FOR ADMINISTRATIVE REVIEW OF ACCESSORY DWELLING UNITS (ADUS); 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. 1280 Amends Hailey Municipal Code as follows:

Section 1 amends Hailey Ordinance 1268 by adding a new fee for applications for administrative review of Accessory Dwelling Units.

Section 2 provides a savings and severability clause.

Section 3 provides a repealer clause.

Section 4 provides an effective date.

The full text of Ordinance No. 1280 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. 1280 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1280, 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 12th day of April, 2021.

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2021.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: March 29, 2021 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** MHC

SUBJECT: 2nd and 3rd Reading Ordinance No. 1281

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On March 8, 2021, the Council held a public hearing and conducted the first reading of the Ordinance No. 1281.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Casele

Budget Line Item # _____

YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____

Estimated Completion Date: _____

Staff Contact: _____

Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

March 29, 2021 - Conduct the second reading of Ordinance 1281

April 12, 2021 – Motion to approve Ordinance No. 1281, authorize the Mayor to sign and conduct 3rd Reading of Ordinance by title only and approve the summary of Ordinance.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY ORDINANCE NO. 1281

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13: PUBLIC SERVICES, CHAPTER 13.04: WATER AND WASTEWATER SYSTEMS, SECTION 13.04.140: WATER AND WASTEWATER CONNECTION FEES, ESTABLISHING A NEW FEE FOR THE CONNECTION OF ACCESSORY DWELLING UNITS (ADUS); 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 establish a new water and wastewater fee for the connection of Accessory Dwelling Units (ADUs);

WHEREAS, the Hailey City Council has determined that the following amendments to the Hailey Municipal Code will generally conform to the Hailey 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 1. The Water and Wastewater Connection Fees attached hereto as Exhibit “A” and is hereby amended by the addition of the underlined language, as shown in Exhibit “A”.

SECTION 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any art thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

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

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2021.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

13.04.140: WATER AND WASTEWATER CONNECTION FEES:

A. The owner or agent of any property connected to the Municipal water or wastewater system shall pay a water connection fee for the value of water service and a wastewater connection fee for the value of wastewater service. Connection fees shall be paid to the City on or before the issuance of a building permit, except as provided in subsection [15.08.020E](#) of this Code. The basis for the connection fee for those persons or entities connecting to the Municipal water and wastewater systems is to charge the value of the system capacity that the new user will utilize at that point in time. The value of the system is determined each year by updating the original construction cost of each major capital improvement to the system to determine the cost to replace that improvement in that particular year. This is accomplished by determining the annual average engineering news record construction costs index ("ENR (CCI)") in the year that the improvements were made and the year that the connection fee is being determined. The ENR (CCI) for the year calculated is divided by the ENR (CCI) for the year in which the improvements were made. The value is then multiplied by the original cost for the improvements. The value obtained is the estimated cost to replace the improvements at the time the connection fee is calculated ("gross system value"). The gross system value to replace the system must be adjusted by subtracting the remaining bond principal to be retired and the unfunded depreciation to obtain the "net system value". The remaining bond principal to be paid for bond retirement is determined from the bond retirement schedule each year. The remaining bond interest is not subtracted from gross system value.

B. The following is the equation for determining the net system value of the water and wastewater systems:

$$\text{Net system value} = \text{gross system value} - \text{remaining bond principal} - \text{unfunded depreciation.}$$

C. All three-fourths inch ($\frac{3}{4}$ ") water services shall be treated as one City standard base connection. The base connection fee, as determined for a standard three-fourths inch ($\frac{3}{4}$ ") residential connection, is then determined by dividing the net system value by the design capacity of the system component expressed in City standard three-fourths inch ($\frac{3}{4}$ ") residential connections. All other size connections shall pay a connection fee based upon the size of the water service using the multiplication factors set forth in subsection D of this section. The size of the water service shall be used as the determination of the wastewater connection fee using the multiplication factors set forth in subsection D of this section.

D. For a water service larger than three-fourths inch ($\frac{3}{4}$ "), the connection fees for both water and wastewater services shall be based upon the size of the water service and shall be based upon the following schedule:

Water Service Size	Multiplication Factor
1 inch	1.7
1½ inch	3.3
2 inches	5.3

3 inches	15
4 inches	25
6 inches	50

E. Accessory Dwelling Units connected through a meter serving the primary residence shall be assessed an additional connection fee at a multiple of 0.24 times the base connection fee for a ¾” meter. Accessory dwelling units with their own individual meter shall be assessed the full connection fee based on meter size.

~~E. F.~~ The design capacity of the system component is determined by the City Engineer based upon City policy and sound engineering practices.

~~F. G.~~ If a property is supplied irrigation water through a community irrigation system in lieu of supplying the same water through an individually metered connection that is billed consistent with the provisions of this chapter, then the irrigation connection fee shall be reduced so that the property is not charged twice for the value of the system capacity anticipated to be used.

As an example, the connection fee for a metered four-inch (4") irrigation connection is set at twenty-five (25) times the price of a standard base connection. If that irrigation connection is serving twenty-five (25) properties already served by individual meters, then the value for the capacity of the water system has already been charged and the four inch (4") metered irrigation connection shall only be charged the cost of the meter assembly itself. (Ord. 1237, 2018; Ord. 1188, 2015; Ord. 1094, 2011)

HAILEY RESOLUTION NO. 2020-____

**A RESOLUTION OF THE HAILEY CITY COUNCIL
APPROVING WATER AND WASTEWATER RATES AND FEES
FOR FISCAL YEAR 2021
PURSUANT TO CHAPTERS 13.04 AND 13.08, HAILEY MUNICIPAL CODE**

WHEREAS, the Mayor and the City Council of the City of Hailey have amended Chapter 13.04 of the Hailey Municipal Code, Water and Wastewater Systems, to establish procedures for determining wastewater and water connection fees;

WHEREAS, the construction and maintenance of municipal water and wastewater systems are valid proprietary functions of the City of Hailey;

WHEREAS, the mandatory connection to the municipal water and wastewater systems is a valid exercise of the police powers of the City of Hailey;

WHEREAS, the fees imposed by this resolution are segregated into separate funds and are not placed into the general fund for the City of Hailey;

WHEREAS, the connection fees imposed by this resolution are to be used generally for the replacement and depreciation of the water and wastewater systems, while the user fees imposed by this resolution are to be used to pay for indebtedness and general operating costs of the systems;

WHEREAS, the fees imposed by this resolution have been studied and reviewed by an Idaho licensed Engineer and are intended to be reasonably related to the benefit conveyed to the residents of the City of Hailey;

WHEREAS, Hailey's Municipal Code Chapter 13.04 requires that the Hailey City Council review, and make appropriate adjustments to Hailey's water and sewer user fees, administrative fees and connection fees; and

WHEREAS, the Hailey City Council has amended Hailey Municipal Code Chapter 13.04 to allow the connection fee formulas to be applied to Accessory Dwelling Units (ADU's) where their connection to the water system is not a separate connection, but is behind an existing meter; and

WHEREAS, the Hailey City Council wishes to amend its Resolution 2020-118, which establishes connection fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that Resolution 2020-118 Section #5 is hereby repealed and replaced with the following new Section #5 as adopted herein:

Section 5. Adoption of Connection Fees - §13.04.140. The City Council of the City of Hailey hereby adopts the following changes to the connection fee schedule:

Water Division: Water connection fees shall be \$4622.08 per equivalent connection. An equivalent connection is served by a ¾” water meter. Water connection fees for properties installing larger meters or for accessory dwelling units are set at a ratio to the single equivalent connection fee as described in Chapter 13.04.140.

Wastewater Division: Wastewater connection fees shall be \$3,014.81 per equivalent connection. An equivalent connection is served by a ¾” potable water meter. Wastewater connection fees for properties installing larger potable water meters are set at a ratio to the single equivalent connection fee as described in Chapter 13.04.140.

Effective Date. The fees adopted by this Resolution shall be effective on April 1st, 2021.

Passed this 29th day of March, 2021.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

SUMMARY OF HAILEY ORDINANCE NO. 1281

The Following is a summary of the principal provisions of Ordinance No. 1281 of the City of Hailey, Idaho, duly passed and adopted April 12, 2021, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13: PUBLIC SERVICES, CHAPTER 13.04: WATER AND WASTEWATER SYSTEMS, SECTION 13.04.140: WATER AND WASTEWATER CONNECTION FEES, ESTABLISHING A NEW FEE FOR THE CONNECTION OF ACCESSORY DWELLING UNITS (ADUS); 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. 1281 Amends Hailey Municipal Code as follows:

Section 1 amends Hailey Municipal Code Section 13.04.140 by adding a paragraph “E” providing water and wastewater connection fees for Accessory Dwelling Units.

Section 2 provides a savings and severability clause.

Section 3 provides a repealer clause.

Section 4 provides an effective date.

The full text of Ordinance No. 1281 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. 1281 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1281, 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 12th day of April, 2021.

Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, _____, 2021.

Return to Agenda