AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday May 11, 2020 * Hailey City Hall Meeting Room
5:30 PM

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

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Access Code: 543-667-133

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

ACTION ITEM ............................................................

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

CONSENT AGENDA:

CA 199 Motion to authorize the Mayor to sign an application to the Association of Idaho Cities nominating the Hailey Gravel Map for a City Achievement Award in the categories of Economic & Community development and Parks & Recreation ACTION ITEM .................................................................1

CA 200 Motion to approve Resolution 2020-058, authorizing city officials to sign and accept the grant offer for Airport Improvement Program (AIP) Project No. 3-16-0016-049-2020 for $1,005,481 for airport development or noise program implementation at Friedman Memorial Airport ACTION ITEM .................................................................10

CA 201 Motion to approve Resolution 2020-059, authorizing city officials to sign Friedman Memorial Airport Grant documents for CARES Act Grant Offer, Grant No. 3-16-0016-052-2020 in the amount of $11,400,000.00 for Friedman Memorial Airport ACTION ITEM ........................................................................................................49

CA 202 Motion to approve Resolution 2020-060 authorizing Master Ground Lease Agreement with ARCH to build housing on city property Parcel O, Block 62, Woodside Sub #15 ACTION ITEM ........................................................................................................72

CA 203 Motion to approve Resolution 2020-061, authorizing the Mayor to approve the scope of work with Stanley Consultants in the amount of $6,201, for an update to the Transportation Master Plan and a striping analysis on Main Street ACTION ITEM ........................................................................................................92

CA 204 Motion to approve claims for expenses incurred during the month of April, 2020, and claims for expenses due by contract in May, 2020 ACTION ITEM ........................................................................................................104

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PR 205 May as Mental Wellness Month ACTION ITEM ........................................................................................................117

PUBLIC HEARING:

PH 206 Consideration of a recommendation by the Planning and Zoning Commission for a Planned Unit Development (PUD) Application by ARCH Community Housing Trust on behalf of Blaine County, represented by Mark
Sanders, The Architects Office. The PUD is to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. Each building will contain 30 units for a total of 60 units. The majority of the units will be rent-restricted. The project includes parking, outdoor gathering space, and a play area. 0.27 acres is proposed to be dedicated to Hailey for a partial road connecting to a future road along the southern property boundary of Wertheimer Park Block 1 Lot 1. The applicant is requesting a waiver the Business Zone Maximum Multi-Family Units per Acre. Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. The development is requesting 25.5 units per acre under Chapter 17.10.040.01B.

PH 207 Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District. **TO BE CONTINUED ON THE RECORD TO MAY 26, 2020 ACTION ITEM**

PH 208 Consideration of a recommendation by the Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Sweetwater Communities, LLC, represented by Matt Watson, located at Block 2, Sweetwater P.U.D. Subdivision, where Phase I of Block 2 is subdivided into 14 sublots consisting of seven (7) live-work units, one (1), ten-unit condominium and two (2), three-plex townhomes for a total of 23 residential units. This project is located on the corner of Shenandoah Drive and Countryside Boulevard within the Limited Business (LB) Zoning District. **TO BE CONTINUED ON THE RECORD TO MAY 26, 2020 ACTION ITEM**

PH 209 Introduction of Ordinance No. 1261 to amend Hailey Ordinance No. 1057 to grant a ten-month extension of Hailey’s electric utility franchise ordinance with Idaho Power (July 1, 2020 deadline). **ACTION ITEM**

PH 210 Council consideration of whether to consider applications for large signature summer events in Hailey. This matter is continued from May 4, 2020 and includes discussion events including: **ACTION ITEM**

PH 211 Motion to approve Resolution 2020-____, authorizing a fireworks purchase agreement with Lantis Productions for a $15,000 pyrotechnic display. **ACTION ITEM**

PH 212 Consideration of facemask requirements, including:

- requiring all people moving outside their homes within the City of Hailey to wear facemasks in all public places; and
- allowing construction workers to remove facemask requirements from the construction guidelines, as working in facemasks in the heat is dangerous to employee’s health. **ACTION ITEM**

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 213 Draft of next City Council meeting agendas **EXECUTIVE SESSION:**

Matters & Motions from Executive Session or Workshop

Next Ordinance Number - 1263 Next Resolution Number- 2020-62
AGENDA ITEM SUMMARY

DATE: 05/1120  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT: Association of Idaho Cities Achievement Awards

AUTHORITY: □ ID Code ___________ □ IAR ___________ □ City Ordinance/Code N/A
(IF APPLICABLE)

BACKGROUND: Association of Idaho Cities has annual achievement awards. Staff and the Mayor suggests submitting the attached nomination in the categories of Economic and community Development and Recreation.

Attachments to this report:

1) Achievement Award Application

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)
  _X_ City Attorney  _X_ City Administrator  ___ Engineer  ___ Building
  ___ Library  _X_ planning  ___ Fire Dept.
  ___ Safety Committee  ___ P & Z Commission  ___ Police
  ___ Streets  ___ Public Works, Parks  ___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
See suggested motion below.

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

-ACTION OF THE CITY COUNCIL:

Motion Language:
"I move to authorize the mayor to sign the attached achievement award application to the Association of Idaho cities.

Date __________________________
City Clerk ______________________

-FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: ______________
Copies (all info.): ______________ Copies
Instrument # ____________________
Association of Idaho Cities

City Achievement Awards
Project/Program

[Submittal Template]
Due May 13, 2020

City:        Hailey Idaho
Contact Name: Lisa Horowitz
Title:       Community Development Director
Mailing Address: 115 S. Main Street, Hailey ID 83333
Email Address: lisa.horowitz@haileycityhall.org
Phone Number: 208-788-9815 #13

[Photos]

- Please submit photos in electronic format as attachments in an email, **DO NOT** embed or paste them into this submittal form.

Hailey Gravel Grinder Map

Project Categories:

- Economic & Community Development
- Parks and Recreation

Each submittal should have a 3 – 4 paragraph description of the project that could touch on improving the quality of life, solving a community problem, reducing the cost of government or increasing city services with a minimal additional dollar outlay.
Gravel-bike culture is a known element in Ketchum Idaho, where over 700 of cyclists gather every year on Labor Day Weekend for the Rebecca’s Private Idaho race. Now—the Hailey area could also be a destination for gravel-grinder rides and events. Gravel biking offers a safer alternative to road biking, which is limited in the Wood River Valley due to the low number of paved roads.

A communitywide effort to mark out gravel routes through the high-desert canyons of Hailey began last fall. The idea for the map originally came from former Hailey Mayor and avid cyclist Fritz Haemmerle, who had long held that gravel-grinding events could revitalize his community.

Around Thanksgiving 2019, Community Development Director Lisa Horowitz recruited Billy Olson of Power House pub and bicycle shop and Eric Rector of the Blaine County Recreation District to provide input on the best county and BLM roads for gravel travel. Other gravel experts from local sporting goods stores brought on board to refine the list. The City hired a local cartographer to help create a unique look for the map. The map was produced in January, 2020. It features over a dozen routes from easy to strenuous, was designed to repel rain and fold into bikers’ pockets.

Fast-forward to March, 2020 when Blaine County became one of the hot spots for the spread of Covid-19, with one of the highest cases per capita in the nation. Suddenly citizens were looking for remote activities where they could practice safe distancing. Gravel biking fits the bill. "I am committed to safe recreation in Hailey during this time of Covid infection. We never knew our new Gravel map would be this useful for helping our citizens to get out in a safe, distanced manner. I think there’s a great opportunity for gravel riding to become something that Hailey can champion", states Mayor Martha Burke.

The "Travels on Gravel" map is expected to be featured during NAMI’s Biking for Mental Wellness promotion event in May, part of Mental Health Awareness Month. Currently, maps can be found in the Visit Sun Valley visitor center in Ketchum and sporting goods stores around Hailey.
Appendix

The following information should be included in an appendix:

- Why was the project/program needed?

The program was needed because there was no map or organized source celebrating the wonderful gravel rides in the high desert foothills surrounding Hailey, Idaho.

- How is the project/program set up?

The program was set up as a one-time contract with a cartographer. The map at this time is free. Content was developed with community volunteers, all of them avid cyclists.

- What does it cost?

Insert cost-map contract plus printing

- Did the project/program solve/prevent a city problem?

The project was designed to promote a little-known amenity. It has also become an incredibly useful tool for Hailey citizens during the stressful time of Covid pandemic when safe physical distancing was paramount to reducing our positive cases.

- How did the project/program contribute to community enhancement?

By providing good, factual information as to recreational opportunities to cyclists that helped alleviate overcrowding on popular bike routes in town.

- Describe the level of cooperation and collaboration involved in the project/program.

The project resulted in excellent collaboration between local government, recreationists and nonprofits.

- Can other cities implement a similar project/program?

Yes. Idaho and the rest of the nation is not clear of the Covid pandemic. Other Idaho communities may wish to illustrate safe, physically distant ways to recreate in their area. This map has become a strong tool in the new world of Covid preparedness.

Submit all information to Payton Grover at pgrover@idahocities.org (preferred) or:

Association of Idaho Cities
Attn: Payton Grover
3100 S. Vista Ave. Suite 201
Boise, ID 83705
The Hailey Gravel Map in use!
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020  DEPARTMENT:  Admin  DEPT. HEAD SIGNATURE:  ___HD___

SUBJECT:

Motion to approve Resolution 2020-_058___, authorizing city officials to sign and accept the grant offer for Airport Improvement Program (AIP) Project No. 3-16-0016-049-2020 for $1,005,481 for Friedman Memorial Airport pavement maintenance and snow removal equipment acquisition.

AUTHORITY:  □ ID Code _________  □ IAR ___________  □ City Ordinance/Code ________  

Joint Powers Agreement between Hailey and Blaime

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Airport Improvement Program (AIP) grants are a standard method by which Friedman Memorial Airport has continued to improve the safety of its operations. This grant brings $1,005,481 for airport improvements the Sponsor has submitted to the FAA a Project Application dated April 2, 2020, for a grant of Federal funds for a project at or associated with the Friedman Memorial Airport, which is included as part of this Grant Agreement to Acquire SRE (high speed multi-task), seal/crack repair existing pavement apron (north and center general aviation), seal/crack repair existing pavement taxilane (t-hangar taxilane)

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:  (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-_058___, authorizing city officials to sign and accept the grant offer for Airport Improvement Program (AIP) Project No. 3-16-0016-049-2020 for $1,005,481 for Friedman Memorial Airport pavement maintenance and snow removal equipment acquisition.

ACTION OF THE CITY COUNCIL:

Date ___________________________
City Clerk ______________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record Copies (all info.): ________________
*Additional/Exceptional Originals to: ________________
Instrument # ______________________________

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated April 2, 2020 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. Such Project consists of: acquire SRE (high speed multi-task), seal/crack repair existing pavement apron (north and center general aviation), seal/crack repair existing pavement taxi lane (t-hangar taxi lane).

NOW, THEREFORE, BE IT RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the execution of the Application for Federal Assistance dated April 2, 2020, and Standard DOT Title VI Assurances dated March, 2014, 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 April 2, 2020 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 ____ day of May, 2020.

By__________________________________________
The Honorable Martha Burke
Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

RESOLUTION NO. 2020-058
May 4, 2020

The Honorable Martha Burke, Mayor
City of Hailey
15 Main Street South
Suite H
Hailey, Idaho 83333

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

Dear Mayor Burke and Commissioner Greenberg:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-16-0016-049-2020 at Friedman Memorial Airport in Hailey, Idaho. Please read this letter and the Grant Offer carefully.

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

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s authorized representative.
- The sponsor’s authorized representative must execute the grant, followed by the attorney’s certification, no later than May 22, 2020, in order for the grant to be valid.
- The Sponsor’s attorney must sign and date the grant agreement after the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- A final, .pdf copy of the grant will be e-mailed once all parties have signed.

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 to complete the project without undue delay. To ensure proper stewardship of Federal funds, you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in “inactive” status, which will affect your ability to receive future grant offers.
Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and 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); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at the end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA’s Helena Airports District Office.

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. A copy of a "Single Audit Certification Form" will be sent separately via email. Please complete the Single Audit Certification Form and return a copy to our office. The grant is not considered executed until we receive a copy of the completed Single Audit Certification Form. Please make a copy for your files.

Steve Engebrecht is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Steve at 406-441-5407 or email steve.engebrecht@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William C. Garrison, Manager
Helena Airports District Office

Enclosures
GRANT AGREEMENT

PART I - OFFER

Federal Award Offer Date  May 4, 2020

Airport/Planning Area  Friedman Memorial

AIP Grant Number  3-16-0016-049-2020 (DOT-FA20NM-2025)

Unique Entity Identifier  155993603

TO:  City of Hailey and County of Blaine

(heretofore 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 a Project Application dated April 2, 2020, for a grant of Federal funds for a project at or associated with the Friedman Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Friedman Memorial Airport (herein called the "Project") consisting of the following:

Acquire SRE (high speed multi-task), seal/crack repair existing pavement apron (north and center general aviation), seal/crack repair existing pavement taxi lane (t-hangar taxi lane)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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 $1,005,481.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   - $0 for planning
   - $1,005,481 for airport development or noise program implementation; and,
   - $0 for land acquisition.

   The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

6. **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.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 22, 2020, or such subsequent date as may be prescribed in writing by the FAA.

8. **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 for any project upon which Federal funds have been expended. For the purposes of this 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. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. 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.

9. **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 be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration and Universal Identifier.**
    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](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](https://sam.gov/SAM/pages/public/index.jsf).

11. **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.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

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, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products 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. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
   
   A. May not be increased for a planning project;
   
   B. May be increased by not more than 15 percent for development projects if funds are available;
   
   C. May be increased by not more than 15 percent for land project if funds are available.

17. **Audits for 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/](http://harvester.census.gov/facweb/). Provide one copy of the completed audit to the FAA if requested.

18. **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 they are not excluded or disqualified from participating; or
      
      3. Adding a clause or condition to covered transactions attesting individual or firm are 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 they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. **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 a grant or subgrant.
      
      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.

20. **AIP Funded Work Included in a PFC Application.**
   
   Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under
this award until project work addressed under this award is removed from an approved PFC application by amendment.

21. Exhibit "A" Property Map. The Exhibit “A” Property Map dated March 2018, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. 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:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. 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:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. 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 grant term 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).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.
24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

**SPECIAL CONDITIONS**

25. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
   
   A. House and maintain the equipment in a state of operational readiness on and for the airport;
   B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
   C. Restrict the vehicle to on-airport use only;
   D. Restrict the vehicle to the use for which it was intended; and
   E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

26. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).

27. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
   
   A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
   B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
   C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
      
      1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
         
         a. Location of all runways, taxiways, and aprons;
         b. Dimensions;
         c. Type of pavement; and,
         d. Year of construction or most recent major rehabilitation.
      2. **Inspection Schedule.**
         
         a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
            
            b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
   a. Inspection date;
   b. Location;
   c. Distress types; and
   d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

30. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

   A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
   B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
   C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

31. Non-AIP Work in Application. The Sponsor understands and agrees that:

   A. The Project Application includes the planning and/or construction of Runway 13/31 crack seal, rubber removal, and remarking that is not being funded with any Federal funding in this project;
   B. Although the Sponsor has estimated a total project cost of $1,052,066, the total allowable cost for purposes of determining federal participation equals $1,005,481;
   C. It must maintain separate accounting of cost records for the AIP and non-AIP work;
   D. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and,
   E. All non-AIP work is the sole responsibility of the Sponsor.
The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

__________________________________________
(Signature)

William C. Garrison
(Typed Name)

Manager, Helena Airports District Office
(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 Project Application and incorporated materials referred to in the foregoing Offer, 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 Project Application.

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

Executed this_______day of ______________, __________

City of Hailey
(Name of Sponsor)

______________________________
(Signature of Sponsor’s Authorized Official)

By: _________________________
Martha Burke
(Typed Name of Sponsor’s Authorized Official)

Title: _________________________
Mayor
(Title of Sponsor’s Authorized Official)

CERTIFICATE OF SPONSOR’S ATTORNEY

I, ___________Christopher P. Simms__________________________, 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 Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. 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.

Dated at ________________________(location) this ________day of __________, __________

By: _________________________
(Signature of Sponsor’s Attorney)

¹Knowingly 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.
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, 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 Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____________ day of _______________________.

County of Blaine

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Jacob Greenberg

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

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 Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. 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.

Dated at _______________________(location) this ___________ day of ____________, __________

By: __________________________

(Signature of Sponsor's Attorney)

²Knowingly 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.
ASSURANCES
AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. 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.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this 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 project including but not limited to the following:
**FEDERAL LEGISLATION**


b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹


e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²


g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹


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.¹

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))


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);


s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹


w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.


**EXECUTIVE ORDERS**

a. Executive Order 11246 - Equal Employment Opportunity¹

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998—Flood Plain Management

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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

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).


c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment

d. 14 CFR Part 13 - Investigative and Enforcement Procedures


e. 14 CFR Part 150 - Airport noise compatibility planning.


g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.


i. 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.

j. 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).


l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.

m. 49 CFR Part 20 - New restrictions on lobbying.

n. 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.

o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.


q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

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s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

t. 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.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

**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.

**Footnotes to Assurance C.1.**

1. These laws do not apply to airport planning sponsors.
2. These laws do not apply to private sponsors.
3. 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
4. On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
5. Cost principles established in 2 CFR part 200 part E must be used as guidelines for determining the eligibility of specific types of expenses.
6. Audit requirements established in 2 CFR part 200 part F are the guidelines for audits.

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 project; that a resolution, motion or similar action has been duly adopted or passed as an official act of 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 project 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. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. 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.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **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. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. 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 these assurances for the duration of these assurances.

f. 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, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this 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.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.


In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy
of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.


With respect to a project approved after January 1, 1995, 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. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. 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 project 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.


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.


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

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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.

16. **Conformity to Plans and Specifications.**

   It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

   It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

   In carrying out planning projects:

   a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

   b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

   c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

   d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

   e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

   f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

   g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

   h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **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.


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.

21. 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. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,
provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental
and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it 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 and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a
manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. 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. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. 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.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.


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.

   a. 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 nonaviation 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.

   a) 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.

30. 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 § 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 agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (Name of Sponsor), 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 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.”


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, project, 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, project, or program.

f. 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.

g. 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.


a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was
notified by the operator or owner of the uses of such land, did not object to such use, and the
land continues to be used for that purpose, such use having commenced no later than

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of
any interest or right therein necessary to ensure that such land will only be used for purposes
which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management,
planning studies, feasibility studies, architectural services, preliminary engineering, design,
engineering, surveying, mapping or related services with respect to the project in the same
manner as a contract for architectural and engineering services is negotiated under Title IX of the
Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based
requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which 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.


It will carry out the project in accordance with policies, standards, and specifications approved by
the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory
Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with
applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law,
by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse
property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and
fair and reasonable relocation payments and assistance to displaced persons as required in

c. It will make available within a reasonable period of time prior to displacement, comparable
replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. 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.


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 DBE and 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).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.
## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
- [http://www.faa.gov/airports/resources/advisory_circulars](http://www.faa.gov/airports/resources/advisory_circulars)
- [http://www.faa.gov/regulations_policies/advisory_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

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# THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020  DEPARTMENT: Admin  DEPT. HEAD SIGNATURE: ___HD___

SUBJECT:

Motion to approve Resolution 2020-059, authorizing city officials to sign Friedman Memorial Airport Grant documents for CARES Act Grant Offer, Grant No. 3-16-0016-052-2020 in the amount of $11,400,000.00 for Friedman Memorial Airport.

AUTHORITY: □ ID Code __________  □ IAR __________  □ City Ordinance/Code ________

(JIAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The CARES grants are structured to bring alternative revenue to airports in the face of lost revenue due to Covid-19 shut downs. Airport Manager Chris Pomeroy will be present to answer any questions the city council members might have about this grant.

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/WWW
___ Streets  ___ Parks  ___ Public Works  ___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-059, authorizing city officials to sign Friedman Memorial Airport Grant documents for CARES Act Grant Offer, Grant No. 3-16-0016-052-2020 in the amount of $11,400,000.00 for Friedman Memorial Airport.

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 #: _____________________
CITY OF HAILEY RESOLUTION NO. 2020-059
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO


WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted an Application dated April 22, 2020 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds at or associated with the Friedman Memorial Airport to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency.

NOW, THEREFORE, BE IT RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the execution of the Application for Federal Assistance dated April 22, 2020, and Cares Act 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 April 22, 2020 and the Cares Act Assurances.

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

ADOPTED AND APPROVED this ___ day of May, 2020.

By _________________________
The Honorable Martha Burke
Mayor, City of Hailey

ATTEST:

______________________________
Mary Cone, City Clerk
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 Chairman Greenberg:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-16-0016-052-2020 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 May 15, 2020, 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 any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA’s Policy and Procedures Concerning the Use of Airport Revenues (“Revenue Use Policy”), 64 Federal Register 7696 (64
FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:
- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

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 narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA’s Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

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.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Steve Engebrecth by email (steve.engebrecht@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Steve Engebrecth at (406)-442-5407. We sincerely value your cooperation in these efforts.
CARIES ACT AIRPORT GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date

Airport/Planning Area Friedman Memorial Airport

CARES Grant Number 3-16-0016-052-2020 [Contract No. DOT-FM-2028]

Unique Entity Identifier 155993603

TO: City of Hailey, County of Blaine

(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 a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grant Application (herein called the “Grant”) dated April 22, 2020, for a grant of Federal funds at or associated with the Friedman Memorial Airport, which is included as part of this Grant Agreement; and

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

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

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this 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. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Friedman Memorial Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded
with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE,** in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, 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 $11,400,000.00.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). 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 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   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.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES 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 Grant Agreement, the CARES 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 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 May 15, 2020, 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 Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this 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 Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier,** 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).

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 elInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **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.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for 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.

16. **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.

17. 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 Grant or subgrant.

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.

18. 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 grant term 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.


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).

19. **Co-Sponsor.** 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.

20. **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 Grant Agreement.

**SPECIAL CONDITIONS**

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
   A. House and maintain the equipment in a state of operational readiness on and for the airport;
   B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
   C. Restrict the vehicle to on-airport use only;
   D. Restrict the vehicle to the use for which it was intended; and
   E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
   A. House and maintain the vehicle in a state of operational readiness for the airport;
   B. Provide the necessary staffing and training to maintain and operate the vehicle;
   C. Restrict the vehicle to airport use only;
D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **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.

6. **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.
The Sponsor’s acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon 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.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

________________________________________________________
(Signature)

________________________________________________________
(Typed Name)

________________________________________________________
(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 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.

Dated

City of Hailey

(Name of Sponsor)

(Signature of Sponsor’s Authorized Official)

By:

(Typed Name of Sponsor’s Authorized Official)

Title:

(Title of Sponsor’s Authorized Official)

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 CARES 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 __________________________________________________________________________

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.

Dated

__________________________________________

County of Blaine

(Name of Sponsor)

__________________________________________

(Signature of Sponsor's Authorized Official)

By:

__________________________________________

(Typed Name of Sponsor's Authorized Official)

Title:

__________________________________________

(Title of Sponsor's Authorized Official)

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 CARES 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


By: ________________________________
    (Signature of Sponsor's Attorney)
CARES ACT ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. 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 Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

g. Clean Air Act, P.L. 90-148, as amended.
h. Coastal Zone Management Act, P.L. 93-205, as amended.
i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

\textbf{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 13788 - Buy American and Hire American
h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

\textbf{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.
c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
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.
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).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

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 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 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.


p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

**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. **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.

6. **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.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this 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.

8. **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.

9. **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.

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 [Name of Sponsor], 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."


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.

e. 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, subgrantees, 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.

f. 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.


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.

11. 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. 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.
Return to Agenda
DATE: 05/1120   DEPARTMENT: Community Development   DEPT. HEAD SIGNATURE: LH

SUBJECT: Motion to approve Resolution 2020-060, in Consideration of a Master Ground Lease with ARCH Community Housing Trust to develop employee workforce housing on a city-owned piece of property, Parcel O, Block 62, Woodside Sub #15

AUTHORITY: □ ID Code ____________ □ IAR _________ □ City Ordinance/Code N/A (IFAPPLICABLE)

BACKGROUND: At the April 20, 2020 council meeting, the Council directed staff to prepare a master ground lease with ARCH regarding Parcel O, Block 62, Woodside Sub #15. That document is attached to this report.

Council also determined that housing priority shall be given to 1) City of Hailey Employees and 2) residents who work in Hailey. These priorities will be included in marketing and application materials for the project, and do not need to be included in the lease.

Attachments to this report:

1) Lease prepared by the City Attorney (reviewed by IHFA and ARCH)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle #___________________
Budget Line Item #____________ YTD Line Item Balance $__________________
Estimated Hours Spent to Date: Estimated Completion Date: 
Staff Contact: Lisa Horowitz Phone # 788-9815 #13

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

__x__ City Attorney  ____City Administrator  ____Engineer  ____Building
___ Library  __x__ planning  ____Fire Dept.  ____________
___ Safety Committee  ____P & Z Commission  ____Police  ____________
___ Streets  ____Public Works, Parks  ____Mayor  ____________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
See suggested motion below.

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

ACTION OF THE CITY COUNCIL:

Motion Language:
“I move to approve Resolution 2020-060 with the attached Master Ground Lease agreement with ARCH, authorizing ARCH to construct community housing units in conformance with zoning and other city regulations, and authorize the mayor to sign.

Date ______________________
City Clerk ______________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: ____________
Copies (all info.): Copies
--72--
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A LEASE WITH ARCH COMMUNITY HOUSING TRUST

WHEREAS, the City of Hailey desires to lease city-owned piece of property, Parcel O, Block 62, Woodside Sub #15 to Arch Community Housing Trust; and

WHEREAS, the City of Hailey agrees to the terms and conditions of the Ground Lease, 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 LEASE WITH ARCH COMMUNITY HOUSING TRUST.

Passed this 11th day of May, 2020.

City of Hailey

____________________________________
Martha Burke, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk
MASTER GROUND LEASE

THIS MASTER GROUND LEASE is dated as of the ___day of ______, 2020 between CITY OF HAILEY, a municipality and political subdivision of the state of Idaho, ("Landlord") and ARCH Community Housing Trust, an Idaho non-profit corporation ("Tenant.")

1. Property, Term and Use.

(a) Upon and subject to the terms, covenants and conditions set forth herein, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the property located at TBD Woodside Boulevard, Hailey, Idaho and more particularly described as Parcel O, Block 62, Woodside Subdivision No. 15, according to the official plat thereof recorded as Instrument No. _____, records of the County Recorder, Blaine County, Idaho (the "Premises"). The term of this lease commences at noon on , (the "Commencement Date") and ends at noon on , unless terminated as herein set forth; provided, however, that Tenant shall have no obligation to pay rent, taxes, charges, for insurance, utilities, maintenance for similar items, or any other costs of expenses with respect to the Premises, until the date (the "Effective Date") upon which Tenant commences construction of the Improvements. In order to accommodate sub-leases as described in section 4 below, it is assumed that this lease will automatically renew provided all terms herein have been met.

(b) Tenant shall construct nine units of housing and all units shall be leased or sold to households who earn 80% or less of area median income as calculated by HUD and shall operate the units in accordance with the rules and regulations of the HOME program. Should ARCH Community Housing Trust cease to exist, the property will be owned and managed by The Housing Company, or another not for profit housing development entity.

2. Rent. Tenant shall pay to Landlord at such place as Landlord may hereafter designate in writing, fixed annual rents of One and 00/100 ($1.00) Dollar per year, without any setoff or deduction whatever and without prior demand.

3. Charges.

(a) Utilities. Tenant shall ensure that all charges for gas, electricity, water, sewer, telephone and other services furnished to the Premises or the occupants thereof during the term of this Lease shall be paid promptly.

(b) Permits. Subject to Tenant's right to contest set forth in Section 9(d) hereof, Tenant shall, at Tenant's own cost and expense, procure every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises or required in connection with any building or improvements hereafter erected on the Premises

4. Sub-leases. In order to meet the goal of perpetual affordability, the Tenant shall have the right to sublease portions of the parcel defined with lease parcel descriptions to the owner or owners of the improvements constructed upon the described portions of the parcel.

5. Insurance.

(a) During the term of this Lease, following the Effective Date, the Tenant will, at its sole cost and expense, keep and maintain in force policies of insurance on the Improvements and all
related equipment and facilities, and replacement thereof, in an amount sufficient to pay the replacement cost of the Improvements. Such policies shall insure against such insurable hazards as are commonly insured against in the case of Premises similarly situated, taking into account the height and type of the Improvements and other buildings and structures on the Premises (including any replacements or substitutions), and their construction, location, use and occupancy.

(b) If Tenant fails to maintain coverage required by this Section 5, Landlord, in addition to other available remedies, may at its election (but shall not be obligated to), after 10 days' written notice to Tenant, procure such coverage as may be necessary to comply with this Section 5, with the cost payable to Landlord on demand, with interest at the rate described in Section 20.

6. Construction and Alteration.

(a) Acceptance of Premises. Tenant accepts the Premises in its present condition and will not call on Landlord for any repairs, improvements or alterations thereto.

(b) Construction of Improvements. From time to time and at any time, Tenant shall have the right, at its sole cost and expense, to construct improvements on the Premises (the "Improvements"), subject, however, to satisfaction of all of the following conditions:

(i) In addition to obtaining permits, licenses, certificates and approvals described in Section 3(b), Tenant shall submit to Landlord for approval comprehensive plans and specifications for the construction of the Improvements (the "Construction Plans"). Landlord shall not unreasonably withhold or delay its approval of the Construction Plans.

(ii) Notwithstanding that Landlord has approved the Construction Plans, in the event (a) Tenant makes any substantial modification to the Construction Plans or (b) Tenant makes any substantial modification to the Improvements at any time after construction of the Improvements, Tenant shall submit modified plans to Landlord for Landlord's approval in accordance with the procedures and approval standards set forth in subsection (i) above. For the purposes of this Lease, the term "substantial modification" shall mean any expansion of the building envelope or any work involving estimated costs of $25,000 or more.

(c) Workmanship. All construction, remodeling and alterations shall be made in a good and workmanlike manner and in full compliance with all building laws and ordinances applicable thereto.

(d) Mechanics' Liens. If, because of any act or omission of Tenant, any mechanics' or other lien or order for the payment of money shall be recorded against the Premises or the Improvements, or against Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's own cost and expense, cause the same to be cancelled and discharged of record within 90 days after Tenant's receipt of notice of such lien, insured against by an insurance company reasonably acceptable to Landlord or bonded by a surety company reasonably acceptable to Landlord in the event Tenant elects to contest the validity thereof, and Tenant shall have the right at its own expense to contest all such liens and orders. Tenant shall indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting therefrom.

(e) Ownership of Alterations and Improvements. All improvements, alterations and additions placed upon the Premises by Tenant or any subtenant or other occupant which, are and shall be the property of Tenant or subtenant and Tenant or subtenant shall be the absolute owner of
such alterations, additions and improvements during the term hereof.

7. Repairs. Tenant or subtenant, at its own expense, shall keep the entire Premises and the Improvements (including without limitation, the roof, walls, foundations and appurtenances, water sewer and gas connections, pipes and mains, elevators, heating, cooling, lighting and electrical distribution systems and all other fixtures, machinery and equipment forming part of the Premises and the Improvements) in constant good order, condition and repair (both inside and outside), whether the necessity of such repairs may arise from wear, tear, casualty or any other cause, suffering no waste or injury. To that end Tenant or subtenant shall timely make or cause to be made all needed repairs, replacements (including replacements to fixtures, furnishings and equipment) and renewals, ordinary and extraordinary, structural or otherwise. Tenant shall, at its own expense, keep parking areas, sidewalks and curbs on the premises, and the sidewalks and curbs adjoining the premises, free of snow and ice and in a good state of repair.

8. Use, etc.

(a) Low Income Housing Purpose. Tenants or subtenants shall use the Premises only for the operation of low income housing (as more particularly described in Section 17(a)(ii) hereof) and for purposes incidental and related thereto.

(b) Compliance with Law. Tenant shall, at the Tenant's own costs and expense, timely comply with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of America or of the State, county and city governments, or of any other municipal, governmental or lawful authority whatsoever, affecting the Premises or appurtenances or any part thereof, and of all their departments, bureaus or officials (collectively, "Requirements of Law"), whether such requirements may relate to: (i) structural or other alterations, changes, additions, improvements; or (ii) repairs, inside or outside, extraordinary or ordinary; or (iii) the manner in which the Premises maybe used or occupied; or (iv) to any other matter affecting the Premises, whether like or unlike the foregoing. If Tenant is required by the Requirement of Law to make any alterations, changes, additions, improvements or repairs or to change the manner in which the Premises may be used or occupied, Landlord hereby consents to such change to the extent required by the Requirement of Law.

(c) No Violations. Tenant shall upon the discovery of any violation of a Requirement of Law which might subject Landlord to liability or forfeiture of any interest, take all necessary steps, legal and equitable, to compel the discontinuance thereof and to oust and remove any subtenants, occupants or other persons guilty of such use. Tenant shall indemnify and save harmless Landlord from and against any and all liabilities and penalties incurred by reason of any violation of this section. Tenant shall pay all costs and expenses, including reasonable attorneys fees, that may in any manner arise out of the failure of Tenant to comply with the provisions of this Section 9. As used in this section, the work "Premises" shall include any building thereon, the streets, sidewalks, alleys and curbs adjacent thereto, and all vaults, passageways, rights of way and appurtenances of the Premises.

(d) Contest of Requirements. Tenant may contest in good faith, by appropriate proceedings conducted promptly at its own expense, in its name, or (whatever necessary) in Landlord's name, the validity or enforcement of any Requirement of Law and may defer compliance therewith provided that (i) such non-compliance shall not constitute a crime or misdemeanor on the part of the Landlord, (ii) Tenant shall diligently prosecute such contest to final determination by the court, department or governmental authority or body having final jurisdiction, and (iii) if so required by Landlord and if the amount in dispute is in excess of $50,000 Tenant shall furnish to Landlord a surety bond issued by a bonding company approved by Landlord (such approval not to be
unreasonably withheld or delayed), or other security reasonably satisfactory to Landlord, in an amount equal to the cost of such compliance as estimated by Landlord, indemnifying Landlord against the cost thereof and all liability in connection therewith. Landlord agrees to cooperate reasonably with Tenant, and to execute all documents and pleadings required for the purpose of such contest, provided Tenant shall discharge any expense or liability of the Landlord in connection therewith.

10. Damage or Destruction.

(a) Restoration by Tenant. In case of damage to or destruction of the Premises, the Improvements located thereon, or any part thereof, by any cause whatsoever, Tenant shall give Landlord prompt notice of such occurrence. In such event, the leasehold mortgagee shall, as indicated by written notice to Tenant and Landlord within 60 days after such damage or destruction, make any and all insurance proceeds available to Tenant so that Tenant may repair or rebuild the Improvements so as to make them at least as valuable as immediately before such occurrence.

(b) Termination Remedy. If the work of repairing, replacing or rebuilding the Improvements shall not have been commenced within 180 days from the date of any such loss, damages or destruction or if such work shall not after commencement be diligently carried out, Landlord shall have the right to terminate this Lease and the term hereof by giving to Tenant Notice of such intention. If upon the expiration of the date fixed in such notice, such work shall not have been commenced and the other conditions hereof complied with, or if after commencement such work shall not have been diligently prosecuted, this Lease and the term hereby granted shall at the option of the Landlord wholly cease and expire. If Landlord fails to exercise its option to cancel this Lease as provided in subsections (a) and (b) of this Section 10 within six months after the event of damage of destruction, Tenant shall have the right to terminate this Lease by giving Landlord written notice to such effect. In the event of any termination provided for in this Section 10, the insurance proceeds received and recoverable under all policies of insurance shall be paid over to and be retained by Tenant and Landlord, or to any mortgagee (including any Affiliate of Tenant) to whom the same may be payable, as their interests may appear. For this purpose, any proceeds not payable to any mortgagee shall be apportioned between Tenant and Landlord based upon the relative values of Tenant's right to use the Improvements over the remaining Lease term, and Landlord's right to the Improvements upon termination of the Lease.

11. Condemnation.

(a) Total Taking. If the entire Premises or Improvements shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase by public authority in lieu thereof, then in that event, this Lease and the term hereby granted shall cease and expire as of the date upon which title shall vest in the condemning authority and all rents, taxes, insurance premiums and other charges shall be prorated and paid to the date of such termination. Each party shall be free to prove by judicial proceedings and to obtain and retain the rights of mortgagees in the condemnation proceedings. It is specifically agreed that Tenant's interest consists of all improvements fixtures and personal property on the Premises, its leasehold interest in the Premises and its business operations on the Premises; Landlord's interest consists of its reversionary interest in the Premises and its right to receive income from the Premises as provided in Section 2 above.

(b) Partial Taking. If less than the entire Premises or Improvements shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase by
public authority in lien thereof, and as a result, it is impractical for Tenant to conduct its business, then, Tenant shall have the option to terminate this Lease upon written notice to Landlord. If this Lease shall not be so terminated, this Lease shall remain unaffected except that within a reasonable time after such taking Tenant shall restore that part of the Premises and the Improvements not so taken to a complete architectural unit of a unit and kind approved by Landlord, which approval shall not be unreasonably withheld or delayed. Subject to the rights of mortgagees in the condemnation proceedings, all condemnation awards on account of Landlord shall be paid to Landlord and all awards on account to Tenant's interest shall be paid to Tenant to be applied by Tenant to the cost of restoring the Improvements to a complete architectural unit as set forth above, as if the damages were caused by fire and such award consisted of insurance proceeds. The division of the award for partial taking between Landlord and Tenant (subject to the rights of mortgagees, if any) shall be made by agreement of Landlord and Tenant, if possible, or if the parties hereto cannot agree, then by arbitration between Landlord and Tenant, taking into account (i) the value of Landlord's interest in the Premises affected by such taking and under this Lease, and (ii) the value of Tenant's interest therein under the Lease at the rent reserved and subject to all the terms and provisions of this Lease.

(c) Temporary Taking. If less than a fee title to all or any portion of the Premises shall be so taken for temporary use or occupancy, the foregoing provisions of this section shall be inapplicable to such taking. This Lease shall continue in full force and effect without reduction or abatement of rent and tenant shall be entitled to make claim for, recover and retain so long as it shall not be in default hereunder any awards in the form of rent recoverable in respect to such taking, except that if such taking shall be for a period extending beyond the expiration of the term of this Lease, Landlord shall be entitled to receive such portion of the award as shall be attributable to the portion of such period occurring after such expiration.

12. Indemnity. Tenant agrees to indemnify, defend, save, hold and keep Landlord harmless from any loss, cost, expense or liability whatsoever, including reasonable attorneys' fees on or for, or in connection with the defense or investigation of, any and all claims for damages suffered or sustained by any person or person or for injury to or death of any person or persons arising or asserted to have arisen as a result of or incident to the Premises or the performance by Tenant of its obligations hereunder, including without limitation the construction, erection, maintenance, operation, use or occupancy of the Improvements throughout the term of this Lease, except that Tenant shall not be obligated to indemnify or hold Landlord harmless for any loss, expense or liability caused by Landlord's willful misconduct or negligence or any such misconduct or negligence by any affiliate, agent or employee acting by, through or under the direction of Landlord.

13. Transfers.

(a) Assignment and Subletting in the event of the dissolution of ARCH

(i) With Landlord's approval, which approval shall not be unreasonably withheld or delayed, Tenant may assign, sublet or transfer this Lease, in whole or in part, to (a) any Affiliate of Tenant (an Affiliate of Tenant shall mean any organization or corporation directly affiliated with Tenant or the organizations that control Tenant) or any limited partnership in which an Affiliate or Tenant is a general partner.

(ii) Any purchaser of the leasehold estate through foreclosure or deed in lieu of foreclosure, and any third party acquiring the leasehold estate through such purchaser shall be subject to the terms of this Section 13.

(b) Mortgages.
(i) **On the Leasehold Interest.** With the approval of Landlord, which approval shall not be unreasonably withheld or delayed, Tenant may at any time and from time to time mortgage its interest in the leasehold estate created hereby and in the Improvements by mortgage or deed of trust; so long as the term of any such mortgage or deed of trust shall not extend beyond the Termination Date.

(A) Landlord agrees at any time and from time to time, when requested by Tenant, to enter into reasonable agreements for the benefit of lenders as may be necessary to enable Tenant to obtain financing for the Improvements, provided that such agreements do not in any manner materially adversely affect Landlord's interest in the Premises or place the Landlord in a position of liability with the Lender.

(B) The execution of a leasehold mortgage shall not constitute the mortgagee as an assignee for the purpose of this Lease or any liability hereunder.

(C) Any such mortgage or deed of trust shall grant to the Landlord the right to cure any default by Tenant.

(ii) **Landlord's Interest.** Landlord shall have the right to freely mortgage its interest in the Premises provided that Landlord gives notice of its intent to make such an encumbrance to Tenant and provided any such mortgage shall in no way impair the rights of the Tenant under this Section 13, and provided that any such mortgage shall be expressly subject and subordinate to this Lease and the prior lien of any leasehold mortgage. Landlord shall not transfer or otherwise dispose of the property without Tenant's consent.

(iii) **Payment of Mortgages.** Tenant covenants to and agrees with Landlord that all sums which fall due under any note secured by any mortgage on Tenant's interest in the Premises will be paid as and when due, and that Tenant, as borrower, will comply with all its obligations under the mortgage and the related loan documents. Tenant, on a monthly basis, shall, upon written request of Landlord, provide Landlord evidence, in form and substance reasonably satisfactory to Landlord, that such payments have been made.

(iv) **Estoppel Certificate.** Landlord agrees at any time and from time to time when requested by Tenant, or the holder of any mortgage or deed of trust, to execute, acknowledge and deliver to Tenant or the holder of such instrument within 45 days after receipt of such written request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that there are no defaults hereunder by Tenant, if such is the fact; and otherwise specifying such defaults in detail; and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this section may be relied upon by the holder of any such mortgage, deed of trust, or other instrument of security or any prospective purchaser of Tenant's leasehold estate. Landlord agrees to use its best efforts to provide such statement in a shorter period of time then requested by Tenant or any other interest holder.

(c) **Mortgagee's Protection Clause.**

i) Each party agrees to send any mortgagee or holder of deed of trust, by registered or certified mail, return receipt requested, a copy of any notice of default under this Lease served upon the other party simultaneously with such notice and upon prior written notice of any
modification, amendment or termination of this Lease, provided that prior to such notice such party has been notified, in writing, of the address of such mortgagees or holders of deeds of trust. Each party further agrees that if the other party shall have failed to cure such default within the time provided for in the Lease, then the mortgagee or holders of deeds of trust shall have an additional 30 days within which to (a) cure such default or if such default cannot be cured within that time, then in such additional time as may be necessary if within such 30 days any mortgagee or holder of a deed of trust has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued, or (b) if this Lease is terminated due to a default by Tenant hereunder, give Landlord written notice of its intention to enter into a lease with Landlord as described below. If this Lease is terminated due to a default by Tenant hereunder and Landlord receives timely notice of the intention of a mortgagee or holder of a deed of trust to enter into a lease with Landlord, Landlord shall enter into a lease on the same terms and conditions as this Lease with any such mortgagee or holder of a deed of trust or any partner thereof covering the Premises, if such mortgagee or holder of a deed of trust so desires, on the condition that the mortgagee or holder of a deed of trust pay to the Landlord the monetary obligations of Tenant due hereunder up to and including the date such lease commences and that such mortgagee or holder of a deed of trust agrees to use the Premises for the purposes set forth in Section 9 hereof.

14. Inspection, Etc. Tenant shall permit Landlord or Landlord's agents to enter the Premises at all reasonable times upon 5 days written notice to Tenant for the purpose: (i) of inspecting the same; (ii) of performing obligations of Tenant hereunder which Tenant may neglect or refuse to perform; and (iii) for the purpose of showing the Premises to persons wishing to purchase Landlord's interest therein. If, at reasonable times, admission to the Premises for such purposes cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the Premises, Landlord, or Landlord's agents or representative may enter the Premises by force or otherwise, without rendering Landlord, or Landlord's agents or representatives, liable to any claim or cause of action for damages by reason thereof, except for damages resulting from Landlord's negligence or willful misconduct or the negligence or misconduct of Landlord's agents or representatives. The provisions contained in this section shall not increase Landlord's obligations under this Lease, and the right and authority hereby reserved does not impose upon Landlord any responsibility for the repair, care or supervision of the Premises, or any building, equipment or appurtenance thereto.

15. No Abatement. Except as otherwise specifically provided herein, there shall be no abatement or reduction of any rent payable by Tenant for any reason, including, but without limiting the generality of the foregoing: (a) by reason of any damage or destruction of the Premises whether caused by an insured or uninsured peril, condemnation or other matters like or unlike the foregoing, or during any period of restoration, or (b) by reason of diminution of the amount of usable space caused by legally required changes in the construction, equipment, operation or use of the Premises.

16. Quiet Enjoyment. Landlord covenants that, if and so long as tenant pays the rent and other charges reserved by this Lease and performs all the obligations of Tenant hereunder, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease.

17. Events of Default; Remedies.

(a) If any one or more of the
following events ("Events of Default") shall occur, and after Notice by Landlord has been given as provided below, Landlord shall have, at its election, the remedies stated in paragraphs 17 (b), (c), (d), (e) and (f).

(i) If Tenant shall fail to pay any rent or other sum payable hereunder by Tenant to Landlord within 10 days after written notice from Landlord that the same shall have become due and payable; or

(ii) If Tenant shall fail to use the Premises to provide low income housing without the consent of Landlord as set forth herein. This requirement shall be satisfied if (a) 100% of the units are rented or sold to families or person with incomes of 80% or less of the area median gross income ("AMGI") established by the United States Department of Housing and Urban Development ("HUD"). Notwithstanding the foregoing, it shall not be an Event of Default hereunder if Tenant is unable, after reasonable effort, to lease units to tenants meeting the applicable income guidelines and thereafter leases such units to others. In no event shall Tenant be required to force a subtenant to move out of a unit if that subtenant's income increases above permitted levels, provided, however, that the next vacancy shall be filled by a subtenant meeting the applicable requirement and that the household will pay fair market rent for the property.

(iii) If Tenant shall fail to perform or comply with any other term hereof and such failure shall continue for more than 60 days after Notice thereof from Landlord, provided that such 60 day period shall be extended for up to one year so long as Tenant is diligently proceeding to cure such failure and is making reasonable progress toward that end; or

(iv) If any execution or attachment shall be issued whereby any of the Premises shall be taken or attempted to be taken by someone claiming through or under the Tenant, and the same shall not be vacated or bonded within 90 days after the issuance thereof; or

(v) If Tenant shall become unable to pay its debts as they fall due, or shall make a general assignment for the benefit of creditors, or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, under any present or future statute, law or regulation or shall file an answer admitting or shall fail to deny the material allegations of a petition against it for any such relief; or

(vi) If any proceeding against Tenant of the type referred to in subsection 17(a)(v) above, seeking any such relief shall not have been dismissed within 90 days after the commencement thereof; or

(vii) If a trustee, receiver or liquidator of tenant or of any substantial part of its properties or assets shall be appointed with the consent or acquiescence of Tenant, or if any such appointment if not so consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); then and in any such event Landlord at any time thereafter, while such Event of Default shall continue, may give a written termination notice to Tenant, and upon the date specified in such notice (subject to the provision of this section relating to the survival of Tenant's obligations) the term of this Lease shall expire and terminate by limitation and all rights of Tenant under this Lease shall cease. Tenant shall pay, as additional rent, all reasonable costs and expenses incurred by or on behalf of Landlord, including, without limitation, reasonable attorneys' fees and expenses, occasioned by any default or Event of Default by Tenant under this Lease.
(b) **Repossession, etc.** If an Event of Default shall have occurred, Landlord shall give Notice thereof to Tenant and to an Investor Limited Partner or Member (as later identified by Tenant), its affiliates, successors and/or assigns. If the event of Default is not cured within 90 days of such Notice, Landlord, whether or not the term of this Lease shall have been terminated, may, to the extent permitted by applicable law, enter upon and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and any and all property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession or removal.

(c) **Reletting.** At any time or from time to time after the repossession of the Premises or any part thereof pursuant to subsection 17(b), whether or not the term of this Lease shall have been terminated pursuant to subsection 17(a), Landlord may (but shall be under no obligation to) relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as Landlord, in its reasonable judgment, may determine, and may collect and receive the rents therefor.

(d) **Termination of Lease Not To Relieve Tenant of Obligations.** No expiration or termination of the term of this Lease pursuant to subsection 8(a) or by operation of law or otherwise (except as expressly provided herein), and no repossession of the Premises or any part thereof pursuant to subsection 17(b) or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

(e) **Current Damages.** In the event of any such expiration, termination or repossession, Tenant will pay to Landlord the rent and all other sums required to be paid by Tenant upon to the time of such expiration, termination or repossession, and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such expiration, termination or repossession, shall pay to Landlord, as liquidated and agreed damages for Tenant's default, (i) the rent and all other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination or repossession less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to subsection 17(c), after deducting from such proceeds all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all reasonable repossession costs, reasonable brokerage commissions, reasonable legal expenses, reasonable attorneys' fees, reasonable employees' expenses, reasonable alteration costs, and reasonable expenses of preparation for such reletting.

(f) **Right to Receivership.** In addition to all other remedies of Landlord hereunder set forth, in the event of the nonpayment by Tenant of the rent reserved herein or of any other sum payable hereunder within the periods of time described herein, or in the event Tenant shall default in the performance of any of its other covenants, agreements or obligations herein contained and the Tenant shall fail to cure any such default in the manner and within the periods of time specified in this section, Landlord shall be entitled to a receiver for the Premises and the Improvements, fixtures and equipment thereon and appurtenances thereto and of the rents, issues and profits thereof as a matter of right, and such receiver may be appointed by any court of competent jurisdiction upon written notice to Tenant, and all rents, issues and profits, income and revenues from the Premises and the Improvements thereon shall be applied by such receiver to the payment of the rent, together with taxes and insurance premiums and expenses of receivership. Upon the curing of all Tenant's defaults the Premises shall be returned to Tenant and the receivership shall terminate.
Right to Cure. Investor Limited Partner or Member and the leasehold mortgagee each shall have the right to cure any Event of Default, and Landlord shall not terminate this Lease for Tenant's default unless and until Landlord has given Investor Limited Partner or Member and the leasehold mortgagee Notice of such Event of Default and 30 days in addition to any applicable cure period given to Tenant in which to cure it. If any Event of Default cannot reasonably be cured within 30 days, then Investor Limited Partner or Member and/or the leasehold mortgagee shall have such additional time as it shall reasonably require, so long as Investor Limited Partner or the leasehold mortgagee is proceeding with reasonable diligence and so long as such additional time to cure does not exceed a maximum of an additional 60 days beyond the initial 30-day cure period. Notwithstanding anything to the contrary contained herein, for any Event of Default that cannot be cured without possession of the Premises, Landlord shall allow such additional time as Investor Limited Partner and/or the leasehold mortgagee shall reasonably require to prosecute and complete a foreclosure or equivalent proceeding and obtain such possession, including time to obtain relief from a bankruptcy stay in Tenant's bankruptcy.

18. Landlord's Representations.

(a) Title. Landlord represents and warrants that as of the Commencement Date, Landlord has good and marketable title to the Premises.

(b) Environmental Indemnity. If Tenant becomes liable under any statute, regulation, ordinance or other provision of federal, state, or local law pertaining to the protection of the environment or otherwise pertaining to public health or employee health and safety, including, without limitation, protection from hazardous waste, lead-base paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substance, underground storage tanks, polychlorinated biphenyls (PCBs), and radon, the Tenant is required to discharge such costs, expenses, damages, or liabilities in whole or in part from any source. The foregoing indemnification shall survive the dissolution of the Tenant and any transfer of the Premises.

19. Acts of God, Etc. In any case where either party is required to perform any work hereunder, delays caused by war, strike, riot, acts of God, shortages of material or labor, governmental regulation, or other causes beyond such party's reasonable control shall not be counted in determining the time during which such work shall be completed. In any case where work shall be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards.

20. Interest Upon Arrears or Upon Default. Every installment of rent accruing under this Lease and all other sums becoming due or payable to Landlord under this Lease or on account of any default by Tenant in performance or observance of any of the covenants of this Lease, shall, if it is not paid within 10 days after written notice from Landlord that the same is due and payable, bear interest from said date until the same shall be paid at one percent per year above the prime rate for commercial loans then being made by the largest bank in Idaho as ascertained by the Idaho Department of Finance, however, in no event shall such amount bear interest at a rate higher than the maximum rate of interest allowed by law. All sums so advanced or paid by Landlord under the provisions of this Lease shall become due and payable with the installment of rent next becoming due after the date of such advance or payment.

21. Landlord's Representations and Warranties. Landlord hereby represents and warrants
to Tenant that:

(a) Landlord owns fee simple title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements and other matters affecting title, except for those matters affecting title which are of record. The Premises are in compliance with all easements, restrictions, and other matters affecting title as of the date hereof.

(b) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all the terms, provisions and conditions contained herein does not and will not violate or cause a breach of or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(c) There are no tenants, lessees or other occupants of the Premises having any right or claim to possession or use of the Premises or a claimed preference for occupancy in the Premises.

(d) There are no unpaid special assessments of which Landlord has received notice, or of which Landlord is otherwise aware, for sewer, sidewalk, water, paving, gas electrical or utility improvements or other capital expenditure, matured or unmatured, affecting the Premises.

(e) Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to ownership, use, operation, management, maintenance, lease, sale or financing of the Premises except as previously disclosed to Tenant.

(f) No representation, statement or warranty by Landlord contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(g) There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord and/or the Premises which could prevent or impair Landlord's entry into this Lease and/or performance of its or any of Tenant's obligations hereunder or materially and adversely impact Tenant's rights hereunder.

(h) The person signing the Lease on behalf of Landlord is duly and validly authorized to do so.

(i) There are no pending condemnation proceedings relating to any portion of the Premises, and Landlord has received no notices of the institution or the proposed institution of condemnation proceedings relating to any portion of the Premises or of any other proceedings against or any taking of all or any part of the Premises.

(j) There are no special assessments assessed or due with respect to pending or completed public improvements.

(k) There is no pending or threatened litigation, governmental proceedings, notice of action required to be taken, judgment or cause of action against or related to the Premises and the project, or any portion thereof, or against the Landlord or Landlord's agents with respect to the
22. **Tenant's Representations and Warranties.** Tenant hereby warrants and represents to Landlord that:

(a) Tenant is lawfully organized as a non-profit corporation under the laws of the State of Idaho and the United States.

(b) Tenant has the full right, power and authority to make, execute, deliver and perform this Lease.

(c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of the Tenant, and the execution and delivery of the Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(d) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant that could prevent or impair Tenant's entry into this Lease and/or performance of its obligations thereunder.

(e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

23. **Attorneys' Fees.**

(a) If Landlord or Tenant is made a party to any litigation concerning this Lease, the Premises or the Improvements, solely by reason of any act or omission of the other party (the "Defaulting Party") or the Defaulting Party's authorized representatives, the Defaulting Party shall be liable for the reasonable attorneys' fees and court costs incurred in the litigation by the non-defaulting party.

(b) If either party successfully maintains an action against the other arising out of or in connection with this Lease, the successful party shall be entitled to have and receive from the other party reasonable attorneys' fees and court costs.

24. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

25. **Short Form.** At the request of either party, the parties hereto shall execute and record a short form or memorandum of this Lease to evidence Tenant's interest in the Premises.

26. **Business Days.** If any amount payable hereunder becomes due on a Saturday, Sunday or a banking holiday, then such amount shall be due and payable on the next business day following such Saturday, Sunday or holiday.

27. **Headings.** The headings contained in this Lease are for the convenience of reference only and shall not be considered in the construction or interpretation of any provision hereof.

28. **Notices.** All notices, demands and communications hereunder shall be in writing, shall
be given at least 60 days prior to the event covered by the notice, and shall be served or given either in person or by certified or registered mail, addressed as follows:

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

ARCH Community Housing Trust, Inc.  
Executive Director  
P. O. Box 1292  
Ketchum, Idaho 83340

Any notice given hereunder by mail shall be deemed delivered when received. At the request of the party giving a Notice, the party receiving the Notice shall use its best efforts to reply within less than the 60 days (or other period) otherwise given, and such period may be shortened (but in no event to less than 15 days) if required by the terms of any mortgage loan or other financing arrangement binding upon the Tenant.

29. **Consents.** In any instance where Landlord's consent is required hereunder, if Landlord shall fail to notify Tenant of Landlord's approval or disapproval of the matter within 30 days after notice to Landlord by Tenant, it shall be concluded that Landlord has consent to such matter.

30. **Entire Agreement.** This Lease, together with the exhibits attached hereto, contains the entire agreement between the parties with respect to the matters contained herein, and shall not be modified, altered or amended in any manner except (a) by an instrument in writing executed by the parties or their respective successors in interest and (b) with the prior written consent of any leasehold mortgagee.

31. **Binding Effect.** Except as otherwise provided herein, the terms, covenants and conditions in this Lease and in any exhibits attached hereto shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

32. **No Partnership or Joint Venture.** The relationship created hereby between the parties in one of Landlord and Tenant. Nothing contained in this Lease shall create or be construed to create a partnership or joint venture between Landlord and Tenant.

33. **Miscellaneous.**

(a) **Opinion Letter.** Landlord shall deliver to Tenant on or prior to execution of this Lease, an opinion from Landlord's attorney with respect to Landlord's authority to enter into this Lease and the due execution of the Lease.

(b) **Tenant's Obligations Conditional.** Tenant's obligations hereunder are conditioned upon Tenant receiving an environmental review of the Premises which is reasonably acceptable to Tenant.

(c) **Governmental Notices.** Landlord and Tenant agree to promptly send copies of all notices received from governmental authorities to any leasehold mortgagee.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with
the laws of the State of Idaho.

Addendum – Preference Populations

Because this property is owned by the City of Hailey, income qualified City employees shall have right of first refusal when properties become available. The employee or perspective employee with a signed City of Hailey employment contract will be expected to be or become a long term City employee. If no City employee desires and income qualifies for a property, people working in The City of Hailey more than 30 hours per week will have second right of refusal. After these two preferences have been met, the properties will be available to the public at large on a first come first served basis.

Addendum – Reversionary Clause

Should ARCH Community Housing Trust, or its successors, fail to perform as set forth in this Master Lease Agreement, the property shall revert to the City of Hailey.

Specifically, the property must be used for households earning 80% or less of area median income. If, upon annual review, a rental household is earning more than 80% of AMI, the regulations set forth by HUD shall apply and the next tenant shall meet the income qualifications. A tenant may not be removed solely for being over income. When the lease expires, the tenant may move out and be replaced by an income qualified tenant.

The homes must be well maintained.

Owners may only sub-lease if they are active deployed US Military, teachers on professional sabbatical, or moving because of a job relocation as approved by ARCH or its successors. In any case, sub-leases must be long term to income qualified households.

Tenants may not sublease any portion of the home.
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease the day and year first above written.

ATTEST: CITY OF HAILEY, IDAHO

__________________________  By: ____________________________
Martha Burke, Mayor

ATTEST: ARCH Community Housing Trust

__________________________  By: ____________________________
Michelle Griffith
Executive Director
On this _____ day of October, 2017, before me the undersigned Notary Public in and for said State, personally appeared FRITZ X. HAEMMERLE, 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:_____________________
My commission expires:____________

On this _____ day of October, 2017, before me the undersigned Notary Public in and for said State, personally appeared Michelle Griffith, the Executive Director of the ARCH Community Housing Trust, Inc., known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

__________________________
Notary Public for Idaho
Residing at:_____________________
My commission expires:____________
Return to Agenda
SUBJECT: Motion to approve Resolution 2020-061, authorizing the Mayor to approve scope of work with Stanley Consultants in the amount of $6,201, for an update to the Transportation Master Plan and a striping analysis on Main St.

WORK COMPLETED
Stanley Consultants has an existing contract for services previously authorized by council. City staff wishes to expand their scope of work. Stanley Consultants will provide an update to the Transportation Master Plan to include consideration of future traffic signals at Elm St. and Myrtle St. Stanley Consultants will also provide striping analysis on Main St. and prepare a memo to ITD for lane width reduction. Both tasks will be a total of $6,201.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated Hours Spent to Date: __________________________ Phone # __________________________
Staff Contact: __________________________
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2020-061, authorizing the Mayor to approve scope of work with Stanley Consultants in the amount of $6,201, for an update to the Transportation Master Plan and a striping analysis on Main St.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
*Additional/Exceptional Originals to: __________________________
Copies (all info.): Copies (AIS only)

Instrument # __________________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING SCOPE OF WORK WITH STANLEY CONSULTANTS, FOR AN
UPDATE TO THE TRANSPORTATION MASTER PLAN AND STRIPING ANALYSIS
IN THE AMOUNT OF $6,201,

WHEREAS, the City of Hailey requires engineering services to update the Transportation Mater Plan and provide a striping evaluation,

WHEREAS, the City of Hailey desires to continue working with Stanley Consultants to provide the engineering services,

WHEREAS, the City of Hailey and Stanley Consultants 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 scope of work between the City of Hailey and Stanley Consultants and that the mayor is authorized to execute the attached documents,

Passed this 11th day of May, 2020.

City of Hailey

______________________________
Martha Burke, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
ENGINEERING MISCELLANEOUS SERVICE AGREEMENT

THIS IS AN AGREEMENT made as of January 14, 2020, between CITY OF HAILEY, IDAHO (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to employ CONSULTANT on a continuing basis to provide Professional Engineering Services, on request and as assigned to meet the CLIENT's needs in its service area (hereinafter called "Project(s)").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as requested by CLIENT and agreed to by CONSULTANT.

2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in CONSULTANT's Hourly Fees and Charges Schedule in force at the time the work is performed.

3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with CONSULTANT's Standard Terms and Conditions, copy herewith attached and made a part of this AGREEMENT by this reference.

4. **Special Provisions.** If CLIENT issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this AGREEMENT shall automatically apply.

5. This AGREEMENT supersedes and replaces any and all other Agreements between the parties.

IN WITNESS WHEREOF, the parties below have executed this AGREEMENT as of the day and year first above written.

STANLEY CONSULTANTS, INC.  

By: [Signature]

Cortney Gibbs

Attest:

By: [Signature]

Pete Szobonya

Address for giving notices:

408 SOUTH EAGLE ROAD  
SUITE 209  
BOISE, IDAHO 83616

CITY OF HAILEY, IDAHO

By: [Signature]

Martina Burke, Mayor

Attest:

By: [Signature]

Mary Core, City Clerk

Address for giving notices:

115 MAIN STREET SOUTH  
SUITE H  
HAILEY, IDAHO 83333

(If CLIENT is public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.)
Hourly Fees and Charges Schedule - January 13, 2020 *

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<thead>
<tr>
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<tr>
<td>Pete Szobonya, PE</td>
<td>Project Manager</td>
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<tr>
<td>Natalie Carrick, PE</td>
<td>Sr. Traffic Engineer</td>
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<td>Marta Gerber, PE</td>
<td>Principal Traffic Engineer</td>
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<td>EIT</td>
<td>$93.00</td>
</tr>
</tbody>
</table>

* The hourly billing rates are updated April 1 of each year and will be provided to the City at that time.
1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 Construction Cost. Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 Cost Estimates. Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable expenses, shall constitute total compensation due.

4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 Confidentiality. Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each
party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 Controlling Law. Agreement shall be governed by Idaho law, excluding its choice of law rules.

4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 CONSULTANT's Accounting Records. Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 Separate Provisions. If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 Waiver. No waiver shall constitute a waiver of any subsequent breach.

4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.9.5 If the Scope of Services include the review or recommendation of available technologies or recommendations of specific technologies or vendors or systems, the CONSULTANT will conduct an impartial review of such technologies, systems or vendors. The CONSULTANT is not responsible for the selection of same by the Client or for the usability, or results of such technology, vendor or system.

4.10 Period of Repose. Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.
4.11 Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED $300,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

4.13 Extent of Agreement. This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 INSURANCE. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of $1,000,000 per accident.
(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than $1,000,000 for each occurrence and aggregate.
(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of $1,000,000.
(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of $1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CONSULTANT as additional insured.
(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than $1,000,000 per occurrence.

4.15 Subrogation Waiver. The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 Force Majeure. Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts
of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
**Hourly Fees and Charges Schedule - May 4, 2020 ***

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<th>Employee Name</th>
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<tr>
<td>Jim Baker, PE</td>
<td>Project Manager</td>
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<td>Natalie Carrick, PE</td>
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<td>Nathan Wiggins</td>
<td>EIT</td>
<td>$ 94.00</td>
</tr>
</tbody>
</table>

* The hourly billing rates are updated April 1 of each year and will be provided to the City at that time.
Task 1: TMP Revision

In order to address the expected failing levels of service in the 2040, the TMP will be revised to included considerations for future traffic signals along Main Street. Specific scope items include:

1. Update 2040 traffic volumes to address the expected changes in travel patterns due to future traffic signals at the intersection of Myrtle Street and Main Street and the intersection of Elm Street and Main Street. Engineering judgement will determine reductions in traffic volumes due to the addition of the Myrtle Street and Elm Street traffic signals at the following intersections:
   a. Main Street and Cedar Street
   b. Main Street and Walnut Street
   c. Main Street and Bullion Street
2. Update the 2040 Synchro model with the adjusted 2040 traffic volumes.
3. Provide narrative regarding the revised travel patterns to section Forecasted 2040 Seasonally Adjusted Traffic Volumes section of the 2019 Update to the 2007 Transportation Master Plan.
4. Update Table 4 and Figure 5 in the TMP with the revised level of service outputs due to the updated traffic volumes.
5. Update Table 6 of the TMP to include future traffic signals at the intersection of Myrtle Street and Main Street and the intersection of Elm Street and Main Street.
6. Prepare a Revised TMP document to be re-published.

Task 2: Main Street Operations and Safety Analysis

In anticipation of ITD’s resurfacing of Main Street Project, an analysis will be completed to identify the operational and safety impacts of narrowing lanes and increasing the pedestrian frontage zone. The goal of narrowing the lanes is to provide a traffic calming effect and enhance pedestrian facilities. Specific scope items include:

1. Complete a capacity analysis for the intersection of Bullion Street and Main Street utilizing the 2019 Synchro model developed for the TMP with the following lane widths:
   a. Existing 14‘ center lane, two 12‘ though lanes in each direction, and 10‘ parallel parking area.
   b. Future 12‘ center lane, two 11‘ though lanes in each direction, and 14‘ parallel parking area.
2. Determine Crash modification factors for the changes in lane widths using Crash Modifications Factors Clearinghouse website.
3. Prepare a memorandum documenting the procedures, findings, and recommendations of the analysis.
<table>
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<tr>
<th>Task</th>
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<th>Senior Engineer</th>
<th>Principal Engineer</th>
<th>Project Manager</th>
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<td>Task 1: TMP Revision</td>
<td>Modify 2040 traffic volumes to account for changes in travel patterns</td>
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<td>Update 2040 Synchro model</td>
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<td>Revise narrative for 2040 traffic volumes in the approved TMP</td>
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<td>Update Table 4 and Figure 5 in the approved TMP</td>
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<td>Update Table 6 in the approved TMP to include future traffic signals</td>
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<td>Compile the Revised TMP for re-publishing</td>
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<td>Utilize the 2019 TMP synchro model to compare the capacity impacts of two lane width alternatives</td>
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<td>Research Crash Modification factors associated with lane width reductions</td>
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Return to Agenda
AGENDA ITEM SUMMARY

DATE 5/11/2020       DEPARTMENT: Finance & Records       DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of April 2020 that are set to be paid by contract for May 2020.

AUTHORITY: □ ID Code 50-1017       □ IAR ___________       □ City Ordinance/Code ______

BACKGROUND:
Claims are processed for approval three times per month under the following procedure:
1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # _____________     YTD Line Item Balance $__________________
Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:
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Total 2,513.96 2,513.96

Total: 35.77 35.77

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## Unpaid Invoice Report - MARY'S APPROVAL

**Posting period:** 05/20

**May 07, 2020 04:50PM**

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Grand Totals: 166,949.33 5,542.52 -161,406.81

## Summary by General Ledger Posting Period

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Grand Totals: 166,949.33 5,542.52-161,406.81
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020   DEPARTMENT: Admin   DEPT. HEAD SIGNATURE: HD

SUBJECT: Proclamation – May as Mental Wellness Month in the City of Hailey

AUTHORITY: Idaho Code 50-602

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey and NAMI have collaborated for years to promote an understanding of the importance of mental wellness. Both Steve England and Martha Burke have served on NAMI’s Board. The City of Hailey took the Stigma-Free pledge for several years, a pledge to promote understanding and knowledge about mental illness rather than stigma. The City has teamed with NAMI’s May Ride for Mental Wellness event, combining it in years past with Hailey’s signature Arborfest event.

This year, NAMI’s ride is graced with additional information about bike-riding in the area with the Travels on Gravel map created by former Mayor Fritz Haemmerle through Hailey’s Community Development Department.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # ___________________________  YTD Line Item Balance $ __________________

Estimated Hours Spent to Date: ________________  Estimated Completion Date: _______________

Staff Contact: Christopher Simms  Phone # __________________

Comments: __________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney  ___ Clerk / Finance Director  ___ Engineer  ___ Building

___ Library  ___ Planning  ___ Fire Dept.  ___

___ Safety Committee  ___ P & Z Commission  ___ Police  ___

___ Streets  ___ Public Works  X Mayor  X City Administrator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

No Motion needed. Mayor Reads Proclamation, recognizing the significant efforts made by the local NAMI chapter under executive director Christina Cernansky

FOLLOW-UP REMARKS:*
May is Mental Health Awareness Month! Let’s Get Out and Ride (or Hike)!

As Idahoans, we value the great outdoors and invite you to boost your serotonin levels by getting outside for mental wellness for a good cause! May is Mental Health Awareness Month, please join NAMI-Wood River Valley, and our partners to ride (or hike) trails in our community for mental wellness.

By signing up to participate, you’re joining in the effort to encourage mental wellness practices in the great outdoors, at a safe distance, with yourself, or with family members, and utilizing the new Travels on Gravel Map. This community-wide effort will also support the stigmafree ride and recognize “happy” things are released in your brain while riding (or hiking) such as dopamine and serotonin.

How YOU can participate and Bike (or Hike) for Mental Wellness, a stigmafree Ride.

Sign up your family, or yourself, to ride or hike, through May 31st, on NAMI’s website: https://nami-wrv.org/bike/

Signing up is FREE - or, you can:
- Donate $25 for an individual
- Donate $100 per family
- Donate $.25 per mile if you’re biking
- Donate $1 per mile if you’re hiking on foot.

Please keep safe social distancing if you’re going out with other people, please do not push your limits, and please be safe. We do NOT want you to get hurt to be a strain on the emergency management or healthcare system.

“Travels on Gravel” Map is available for download on the city of Hailey’s website. A limited number of printed copies are available either through local sporting goods stores, visitor centers or by calling NAMI at 208-481-0686.

Biking for Mental Wellness PARTNERS

[Logos of participating organizations]
Proclamation for Mental Health Awareness Month 2020

CITY OF HAILEY

Whereas one in five adults experiences a mental health problem in any given year; and

Whereas the COVID-19 pandemic has increased the number of people experiencing feelings of anxiety and depression;

Whereas approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

Whereas suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends, and medical professionals; and

Whereas early identification and treatment can make a difference in the successful navigation of mental illness and recovery; and

Whereas, we come together with every citizen and community to help end the silence and stigma that for too long has made people feel isolated, alone and discouraged people from getting help; and

Whereas we call on the community to support the local affiliate of NAMI-WRV and participate in the Biking for Mental Wellness, a stigmafree Ride for Mental Health Awareness Month in addition to the ongoing bicycling and active transportation projects with Mountain Rides and their Safe Routes program for National Bike Month, and

Whereas our community partners are encouraging #bikingformentalwellness, and appreciate community collaboration with the City of Hailey’s Travel the Gravel Map, Mountain Rides, BCRD, Wood River Y, Wood River Trails Association, Club Ride; and

NOW, THEREFORE BE IT RESOLVED, I Martha Burke, Mayor, City of Hailey, Idaho, do hereby proclaim the month of May 2020 as Mental Health Awareness Month in the City of Hailey to increase public understanding of the importance of mental health and to promote identification and treatment of mental health challenges.

DATED THIS 11th DAY OF MAY, 2020

Martha Burke, Mayor
City of Hailey
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020  DEPARTMENT: Community Development  DEPT. HEAD SIGNATURE: LH

SUBJECT:
Consideration of a Planned Unit Development (PUD) Application by ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project—Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District.

AUTHORITY: ☐ ID Code ____________ ☐ IAR ____________ ☐ City Ordinance/Code Title 17
(IFAPPLICABLE)

BACKGROUND:
ARCH applied for and received PUD and Design Review approval for a 30-unit Senior Project on a portion of the site in 2018. However, they were not successful in obtaining federal funding. The project was modified to include a Family Housing component based on revised federal scoring criteria. Funding for the 60-unit project was awarded in late 2019.

The project will consist of a Senior Apartment Building, three-stories in height, thirty (30) units in total, and a Family Apartment Building, three-stories in height, thirty (30) units in total, for a total of 60 units. The project will be 72,455 square feet in size and the following are proposed:

**Senior Apartment Building:**
Eighteen (18) one-bedroom units
Twelve (12) two-bedroom units
Units range in size from 691 square feet to 908 square feet
Fifty (50) parking spaces
Outside Patio Area

**Family Apartment Building:**
Eighteen (18) two-bedroom, one-bath units
Twelve (12) three-bedroom, two-bath units
Units range in size from 914 square feet to 1,247 square feet
Forty-seven (47) parking spaces
Children’s Outdoor Play Area

A PUD is requested to allow the applicant to allow for 60 units: 54 are permitted under the Business (B) Zone District.

Subsection 17.10.050.02 of the Zoning Title provides for concurrent submission, such that a Planned Unit Development Permit Application may be submitted and reviewed concurrently with other applications affecting the same piece of property. The applicant has submitted a two-lot Subdivision and Design Review application. Design Review was approved by the Commission on April 6, 2020. The Subdivision preliminary plat was approved on April 20, 2020.

ATTACHMENTS:
1. Staff Report
2. Site Plan and Landscape Plan
3. Arborist Report dated March 11, 2020
4. March 12, 2020 Hailey Tree Committee Recommendation
5. April 9, 2020 Hailey Tree Committee Recommendation
6. PUD Development Agreement
7. Planning and Zoning Findings of Fact, Conclusions of Law and Decision, dated April 6, 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)
  _x_ City Attorney  ___City Administrator  _x__ Engineer ___ Building
  ___ Library  _x__ planning  ___ Fire Dept.  ___ Planning
  ___ Safety Committee ___ P & Z Commission ___ Police  ___ Fire
  ___ Streets  _x__ Public Works, Parks ___ Mayor ___ 

- **RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**
  Conduct a public hearing on the Sunbeam Subdivision PUD Application

- **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 Planned Unit Development (PUD) Application for ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District, subject to Conditions 1-7 in the May 11, 2020 Staff Report.

**Denial:**
Motion to deny the Planned Unit Development (PUD) Application for by ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District, 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 ___ (the Council should specify a date).

Date __________________________
City Clerk _________________________

**FOLLOW-UP:**
*Ord./Res./Agrmt./Order Originals:*
*Additional/Exceptional Originals to: __________________________
Copies (all info.): ____________
Instrument #: __________________________
Return to AIS
TO: Hailey City Council

FROM: Lisa Horowitz, Community Development Director

RE: Planned Unit Development – ARCH Blaine Manor Project

HEARING: May 11, 2020

Applicant: ARCH Community Housing

Project: 30-unit senior housing project and 30-unit Family Project

Decision Approval: Consideration of a Planned Unit Development (PUD) Application for Blaine Manor Senior (30 units) and Family Community (30 units) by Arch Community Housing Trust, represented by Galena Engineering, on behalf of Blaine County

Location: 706 South Main Street

Legal Description: (Lot 3A, Block 1, Wertheimer Park)

Zoning: Business (B) and Townsite Overlay (TO)

Application:
On March 30 and April 6, 2020 the Hailey Planning and Zoning Commission considered a Planned Unit Development Application by ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District. The Commission, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

Notice:
Notice for the public hearing was published in the Idaho Mountain Express on April 22, 2020; the notice was mailed to property owners within 300 feet and agencies on April 22, 2020; and notice was posted on the property on April 30, 2020.

Background:
ARCH applied for and received PUD and Design Review approval for a 30-unit Senior Project on a portion of the site in 2018. However, they were not successful in obtaining federal funding. The project was modified to include a Family Housing component based on revised federal scoring criteria. Funding for the 60-unit project was awarded in late 2019.
The project will consist of a Senior Apartment Building, three-stories in height, thirty (30) units in total, and a Family Apartment Building, three-stories in height, thirty (30) units in total, for a total of 60 units. The project will be 72,455 square feet in size and the following are proposed:

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Forty-seven (47) parking spaces
Children’s Outdoor Play Area

A PUD is requested to allow the applicant to allow for 60 units: 54 are permitted under the Business (B) Zone District.

Subsection 17.10.050.02 of the Zoning Title provides for concurrent submission, such that a Planned Unit Development Permit Application may be submitted and reviewed concurrently with other applications affecting the same piece of property. The applicant has submitted a Subdivision and Design Review application.

At the February 27, 2020 public hearing, the Planning and Zoning Commission discussed issues and continued the item to March 16, 2020, with the following feedback to the applicant:

1. **Consider retaining as many of the existing trees as possible.** The Landscape shows as many of the existing trees as the Applicant finds to be possible to retain. Please refer to Section 17.06.080(A)1b for further details.
2. **Consider using ground source heat pumps for heating/cooling of the buildings.** Upon further research of ground source heat pumps, the Applicant found that the pumps are much more expensive than the high-efficiency systems proposed. Furthermore, the Applicant found that the return on investment is approximately 10 to 15 years. Currently, the Applicant does not have the budget to pursue ground source heat pumps at this time.
3. **Provide more color variation and vertical modulation with exterior materials.** Revised exterior elevations and additional accent colors have been provided.
4. **Examine the structural integrity of the proposed carports and redesign, if necessary.** The Applicant intends to provide Structural Calculations for the proposed carports at the time of Building Permit submittal. These calculations will be reviewed for compliance of all City Standards.
5. **Provide an additional site access.** The Site Plan has been revised to include an additional site access. This access, located on the eastern property line, is proposed to be 20’ in width and an
‘Exit Only’ access point. The Hailey Fire Chief has reviewed and is comfortable with the revised proposal.

6. **Provide an Arborist Review specific to existing trees onsite.** The Arborist Review is attached to this Report.

7. **Consider utilizing other materials in-lieu of the vinyl fencing proposed.** The Site Plan has been revised to show that most fencing, previously proposed, has been removed. Wrought iron fencing will remain around outdoor/play areas for safety. Trash enclosures, previously designed with vinyl fencing, are located behind each building and are screened from view by a six (6′) foot tall CMU fence with a metal gate.

8. **Consider providing RV parking opportunities onsite.** The Applicant does not intend to allow for RV parking onsite.

9. **Plan for a Mountain Rides Bus Stop.** A Mountain Rides Bus Stop will be integrated along Maple Street. This bus stop will include standard Mountain Rides signage and a concrete slab, 10′ in length x 12′ in width, to eventually accommodate a standard, or approved alternative, bus stop shelter.

10. **Consider installing a crosswalk near the project site (at Main Street and Maple Street).** The Applicant agrees that there is a need for this; however, noted that financing for the installation of the crosswalk may be beyond the scope of funding for the project.

On Mach 30, the Commission gave the following feedback to the applicant:

1. **Mature Trees.**

   The Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, 2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26′ down to 22′. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22′. The applicant exploring other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable. As noted in the testimony from the ARCH Arborist. See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department, and two recommendations from the Hailey Tree Committee, attached to this report.

2. **Pedestrian-activated crossing.**

   Staff has consulted with Public Works, and the preferred Pedestrian Activated crossing is included in the packet on file with the Community Development Department. The technical name for this crossing is Rectangular Rapid Flashing Beacon (RRFB). Public works prefers the north side of Maple Street for the location, as the bulb-outs at this location will increase visibility. The unit cost is approximately $6,000, with installation costs varying. The applicant has verbally stated that they will cover the cost of this item, subject to concurrence from ITD. This has been made a Condition of Approval.

3. **Railing ideas.**
Various railing ideas were discussed. See also Condition of Approval related to containment of personal items on balconies.

**Waivers requested:**
Chapter 17.10.040: Developer Benefits allows for the request of modifications or waivers of zoning and subdivision requirements. The following items are modifications and waivers requested as a part of this application:

Business Zone Maximum Multi-Family Units per Acre - Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. The development is requesting 25.5 units per acre under Chapter 17.10.040.01B for amenities and benefits to the community other than those listed in 17.10.040.01A.

**Department Comments:**
See Design Review Staff report. Specific comments related to the PUD application concern area-wide circulation as described herein.

<table>
<thead>
<tr>
<th>Standards of Evaluation</th>
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<tbody>
<tr>
<td><strong>17.10.030: General Requirements:</strong></td>
</tr>
<tr>
<td><strong>A.</strong> The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong> The proposed PUD site is greater than 18,000 square feet. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>B.</strong> A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong> The parcel is in one ownership - Blaine County. The County plans to deed the property to ARCH via Idaho Housing Finance Association. The deed will contain a reversionary clause should ARCH not complete the housing development. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>C.</strong> Area Development Plan:</td>
</tr>
<tr>
<td><strong>C.1</strong> When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</td>
</tr>
<tr>
<td><strong>Staff Comments</strong> The entire site is proposed for PUD approval. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>C.1.a</strong> Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.</td>
</tr>
</tbody>
</table>
| **Staff Comments** The architecture firm Ruscitto/Latham/Blanton designed both the Rodeo Grounds remodel and Campion Ice House. They are very familiar with the area and with circulation needs. The City of Hailey has entered into a new contract.
with RLB to study overall circulation in the area, including whole area of Main Street from Hailey Elementary to the Rodeo Grounds, Hailey Ice and Blaine Manor. This key gateway area has highway curves and congestion. With the amount of activity generated at Campion Ice, Skate Park, Visitor Center and Rodeo Grounds, the informal 20’ fire access lane that leads westerly behind Hailey Ice and through the Blaine Manor site to Maple Street has become critical. It is used on a daily basis.

It is preferred that the site be accessed via Maple Street as proposed, and not from the old curb cut on the curve of the Highway. This project and future development of the Blaine Manor site will increase traffic at the Maple Street/Highway 75 intersection.

The Hailey Fire Marshall has stated in 2018 that the existing 20’ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26’ to accommodate the previously approved 30-unit housing complex. In addition, the existing fire access lane is in very poor condition and must be repaved. The need to repave and widen the fire land gave the City the opportunity to discuss its location and overall function within the area. RLB and City Staff recommend that a design close to a true city street will better accommodate this project, existing surrounding uses.

Based on the revised site plan with two buildings, the proposed 48’ partial street right of way is now located on the eastern property boundary adjacent to the Hailey Elementary ball fields. Maple Street will be completed on this side of the street with sidewalk and street trees. ARCH made a request to the Hailey URA in 2018, who has agreed to fund portions of this partial street right of way.

The Fire Chief has indicated that a second egress out of the parking lot (to the east) is required. This has been shown on the revised plans. The secondary access is shown as an exit only to discourage cut-through traffic.

The applicant has provided a traffic memo, on file with the Community Development Department. 309 daily trips are projected. The report concludes that the intersection of Maple Street and Main Street will be at Level of Service F, primary due to delays in northbound turns. No analysis has been provided of the north/south alley adjacent to the project. Staff believes this alley will have increased utilization as a result of this project. As noted in the report, connecting the project through the Campion Ice House/Rodeo Grounds complex will likely divert some traffic through the complex to the light at Highway 75 and Airport Way. This could accelerate the need for a true road through the complex; currently the existing parking lot will not serve through traffic efficiently.

The Traffic memo states that the 309 daily trips are less than would be generated from commercial development of the property.
A memo from Mountain Rides was reviewed by the Commission. A bus stop has been added along Maple Street as outlined in the memo. This will service the Hailey circulator. Passengers northbound on the Valley Route will walk a block north on Main Street. Southbound travelers on the Valley Route disembark at DL Evans. The Commission found that a safe crossing of Main Street is an anticipated need in this area at Maple.

Staff has consulted with Public Works, and the preferred Pedestrian Activated crossing is included in the packet on file with the Community Development Department. The technical name for this crossing is Rectangular Rapid Flashing Beacon (RRFB). Public works prefers the north side of Maple Street for the location, as the bulb-outs at this location will increase visibility. The unit cost is approximately $6,000, with installation costs varying. The applicant has verbally stated that they will cover the cost of this item. This has been made a Condition of Approval.

C.1.b Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.

Staff Comments

There are numerous pedestrian connections in the area due to the close proximity of Hailey Elementary School, Campion Ice House, the Skate Park and the Rodeo Grounds, and other safe routes needed to get pedestrians from Hailey Elementary to the Campion Ice House and the Skate Park. This project will significantly increase pedestrian activity in the area. See comments above regarding the need for a safer Main Street crossing.

The Commission concurs with the curb, gutter, sidewalk and street trees included along the Maple Street frontage serving the 60-unit ARCH project. A connection from Hailey Elementary through to the Skate Park was planned as part of Pathways for People. Design and location have not yet been determined and will likely be part of a bigger area-wide study. The site plan contains an internal sidewalk system.

The Commission found that this project creates the need for a pedestrian-activated crosswalk near the project site (at Main Street and Maple Street). The Applicant agrees with the need for a crosswalk at this location, and has agreed to fund the crosswalk fixture specified in the Conditions of Approval, or a similar fixture should this model not be available. The Commission found this standard has been met.

C.1.c Water main lines and sewer main lines shall be designed in the most effective layout feasible.

Staff Comments

Water and Sewer lines are analyzed in the Design Review staff report. The Commission has found this standard to be met.

C.1.d Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.
<table>
<thead>
<tr>
<th>Staff Comments</th>
<th>A grading and drainage plan has been prepared. The Commission has found this standard to be met.</th>
</tr>
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<tbody>
<tr>
<td><strong>C.1.e</strong> Park land shall be most appropriately located on the Contiguous Parcels.</td>
<td><strong>Staff Comments</strong> The site connects to a variety of parks and open space land. The City previously hoped to secure land for a future Scooter Park in the treed area of the Blaine Manor site adjacent to the existing Skate Park where the children’s play area is shown. The City does not currently plan to expand the Scooter Park. See discussions elsewhere in these Findings and the Design Review Findings of Fact regarding trees on the site. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>C.1.f</strong> Grading and drainage shall be appropriate to the Contiguous Parcels.</td>
<td><strong>Staff Comments</strong> The shape of the site does not allow for many options with regards to configuration of the buildings. The Commission concurs with the buildings being located towards Main Street, with parking in the rear. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>C.1.g</strong> Development shall avoid easements and hazardous or sensitive natural resource areas.</td>
<td><strong>Staff Comments</strong> N/A</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>Upon any approval of the PUD application, the Owner shall be required as a condition of approval to record the Area Development Plan or a PUD agreement depicting and/or detailing the approved Area Development Plan. The Area Development Plan shall bind the Owner and Owner’s successors.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>The Area Development Plan will be recorded, replacing the 2018 recorded plan. The Commission found that this standard has been met.</td>
</tr>
<tr>
<td><strong>D.</strong> Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.</td>
<td><strong>Staff Comments</strong> The shape of the site does not allow for many options with regards to configuration of the buildings. The Commission concurs with the buildings being located towards Main Street, with parking in the rear. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td><strong>E.</strong> Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.</td>
<td><strong>Staff Comments</strong> The Hailey Fire Marshall has stated that the existing 20’ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26’ paved area to accommodate a 60-unit housing complex. This has been shown as a partial street dedication, 48’ in width. In addition, the existing fire access lane is in very poor condition and must be repaved. The right of way is shown at 48’ to allow for snow storage. The City Engineer has recommended calling this dedication a partial road dedication and the Commission concurred. Complete dedication (60’) may be possible at some time in the future in collaboration with the School District. At the February 27, 2020 public hearing, the Fire Chief also required, and the Commission found, that a second egress from the parking lot, which should be on the east side, gaining direct access to the partial street right of way, be constructed.</td>
</tr>
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</table>

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The Site Plan has been revised to include an additional site access. This access, located on the eastern property line, is proposed to be 20’ in width and an ‘Exit Only’ access point. The Hailey Fire Chief has reviewed and finds the revised proposal acceptable.

The Commission found that this standard has been met.

<table>
<thead>
<tr>
<th>F.</th>
<th>Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.</th>
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<tbody>
<tr>
<td>Staff Comments</td>
<td>All utilities will be underground, including the existing power line on the south side of Maple Street. The Commission has found that this standard has been met.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>G.</th>
<th>Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>While Blaine Manor is owned by the County, it is not “public” lands in the same manner as federally managed lands. The applicant proposes to dedicate a 48’ right of way to the City, which the City Engineer terms a partial street dedication. The Commission has found this standard to be met.</td>
</tr>
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<tr>
<th>H.</th>
<th>Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>There are numerous pedestrian connections in the area due to the close proximity of Hailey Elementary School, Campion Ice House, the Skate Park and the Rodeo Grounds. Additional safe routes are needed to get pedestrians from Hailey Elementary to the Campion Ice House and Skate Park. This project will significantly increase pedestrian activity in the area. See Condition of Approval regarding a new pedestrian-activated Main Street crossing. The Commission concurs with the curb, gutter, sidewalk and street trees included along the Maple Street frontage serving the 60-unit ARCH project. A connection from Hailey Elementary through to the Skate Park was planned as part of Pathways for People. Design and location have not yet been determined and will likely be part of a bigger area-wide study. This project increases the need for thorough pedestrian study and safety in the area. The site plan contains an internal sidewalk system. The Commission has found this standard to be met.</td>
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<thead>
<tr>
<th>I.</th>
<th>Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:</th>
</tr>
</thead>
</table>
| I.1 | Green Space. All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance
plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public. Green space shall be set aside in accordance with the following formulas:

<table>
<thead>
<tr>
<th>For residential PUDs</th>
<th>A minimum of .05 acres per residential unit.</th>
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</thead>
<tbody>
<tr>
<td>For non-residential PUDs</td>
<td>A minimum of 15% of the gross area of the proposed PUD.</td>
</tr>
</tbody>
</table>

Staff Comment

No amenities proposed to meet this standard. The Commission has found this standard to be met.

I.2 Active Recreational Facilities: Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity, or replaced with another similar recreation facility.

Staff Comment

No amenities proposed to meet this standard. The Commission has found this standard to be met.

I.3 Public Transit Facilities: Public transit facilities include a weather protected transit stop or transit station, and must be located on a designated transit route.

Staff Comment

Mountain Rides requested that the Applicant include accommodations for a Mountain Rides’ bus stop, as follows:

1. Integrate bus stop and infrastructure into the proposed Maple Street entrance/exit area (adjacent to the Senior Apartment Building).
2. Placement of a Mountain Rides standard bus stop sign at the curb, without parking spaces, and to the east of the driveway.
3. Placement of a poured concrete slab, 10’ in length x 12’ in width, adjacent to the bus stop sign. This slab may eventually accommodate a Mountain Rides standard, or approved alternative, bus stop shelter.
4. The plans have been reconfigured to include the concrete slab, signage foundation and sleeve for future installation of a bus stop.

The above will service the Hailey circulator, and has been incorporated into the plans.

Passengers northbound on the Valley Route will walk a block north on Main Street. Southbound travelers on the Valley Route disembark at DL Evans. A safe crossing of Main Street is an anticipated need in this area at Maple, and has been made a Condition of Approval. The Commission has found this standard to be met.
### 1.4 Preservation Of Vegetation

**Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six inch (6”) caliper on the site.**

**Staff Comment**

The applicant does not propose to meet this standard. The site contains a number of significant mature trees, the majority of which are not proposed for preservation.

At the February 27, 2020 public hearing, the Commission suggested that the Applicant provide an Arborist Review specific to existing trees onsite, as well as consider retaining as many of the existing trees as possible. Revised Landscape Plans were submitted (Sheets L1.0 and L1.1 of the Design Review drawings), which show several trees to be removed, protected and/or new trees to be planted. Many of the proposed trees to be removed are larger than six (6”) inch caliper; thereby requiring an Arborist Review. A few existing, larger conifer trees will be retained and protected throughout the construction process. These were not proposed to be retained, but trees 1,2,3 and 9 in the south corner will be retained. The Arborist Review has been submitted and is on file at the Community Development Department.

The Applicant is also proposing to retain all street trees along Highway 75. Additionally, a few existing, larger conifer trees will be retained and protected throughout the construction process. Several other large trees could potentially be saved in the parking lot, which contains stalls in excess of city requirements.

At March 30 and April 6, the Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, 2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26’ down to 22’. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22’.

Revised drawings were submitted which showed trees 43 and 44 retained, and the building relocated such that 17” exists between the trunks of 43/44 and the building. (It was noted in the hearing that these trees (43/44) have grown together and should be treated as a pair).

At the April 6 hearing, the applicant stated that they explored other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable, as noted in the testimony from the ARCH Arborist. The Arborist stated in the meeting that he feels that “buttress” roots will be impacted during construction and would result in removal of 30% of the root mass. He has concerns that the trees could be unsafe in the future. (See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department). The City Arborist testified that roots could be exposed and pruned...
in a professional manner if the Commission wished to retain the two trees. After deliberation on various options, the Commission opted to require replacement tree(s) instead of retaining the 43/44 trees: see Design Review conditions of approval.

The Commission found that this standard has been met.

| I.5 | Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD. |
| Staff Comment | N/A |

| I.6 | River Enhancement: Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway. |
| Staff Comment | N/A |

| I.7 | Community Housing: For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as community housing units affordable to households earning between fifty percent (50%) and one hundred twenty percent (120%) of the area median income, or the provision of at least twenty percent (20%) as community housing units affordable to households earning less than fifty percent (50%) of the area median income. |
| Staff Comment | The applicant is proposing to develop 60 community housing units, all except 3 market rate units and 2 manager units will be affordable units. At this time, 42.8% of Hailey households are renters as compared to 30.8% state wide. Also, 53.5% of Hailey renters are considered housing burdened (paying more than 30% of income for housing) as compared to 46.6% state wide. This housing will have long term, critically important positive impact on Hailey residents. Rents for these units will be affordable to households earning between 30% and 60% of AMI. The Commission has found this standard to be met. |

| I.8 | Real Property: Dedication or conveyance of real property or an interest in real property to the city. |
| Staff Comment | The applicant proposes to convey a .27-acre parcel deeded to the city for a partial street dedication. The Commission has found this standard to be met. |

| I.9 | Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas: |

| For residential PUDs | A minimum of 100 linear feet per residential unit. |
| For non-residential or mixed-use PUDs | A minimum of 100 linear feet per 1000 square feet of gross floor area. |
**Staff Comment** At this time, 240 linear feet of sidewalk are proposed on Maple Street, an additional 50 linear feet on Main Street and over 900 linear feet internally on-site. This equates to 1,190 linear feet. To meet this standard, 6,000 linear feet would be needed. The Commission has found this standard to be met.

<table>
<thead>
<tr>
<th>I.10</th>
<th>Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Comment</strong></td>
<td>The parking is all open surface parking; several carports are shown. The Commission found that this standard has been met.</td>
</tr>
</tbody>
</table>

**I.11 Energy Consumption.** All principal buildings within the PUD must comply with sustainable building practices, as follows:

<table>
<thead>
<tr>
<th>For residential PUDs</th>
<th>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For non-residential or mixed-use PUDs</td>
<td>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td>
</tr>
</tbody>
</table>

**Staff Comment** The applicant has not indicated they will be applying for this standard. See also Design Review conditions of approval regarding energy standards. The Commission found that this standard has been met.

**I.12 Other Amenities:** Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.

**Staff Comment** No other amenities are listed in the PUD narrative. A pedestrian-activated crosswalk at Main Street and Maple Street is a highly desirable amenity, and has been made a condition of approval The Commission has found this standard to be met.

**17.10.040: Developer Benefits:**

The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.

**Staff Comment** No waivers are requested other than density bonus, below.

**17.10.040.01: DENSITY BONUS:**

**A.** The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:

**A.1** Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.

**Staff Comment** N/A
A.2 Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.

Staff Comment

N/A

A.3 Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).

Staff Comment

N/A

A.4 Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.

Staff Comment

N/A

A.5 Ten percent (10%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

Staff Comment

N/A

A.6 Fifteen percent (15%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

Staff Comment

N/A

A.7 Twenty percent (20%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

Staff Comment

N/A

B. Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)

Staff Comment

The applicant is requesting a density bonus from 54 units to 60 units based on the fact that the project is 100% affordable housing.

17.10.040.02: Density Transfer:

Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.
<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>No density transfer is requested.</th>
</tr>
</thead>
</table>

**17.10.040.05: Phased Development Allowed:**

The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:

<table>
<thead>
<tr>
<th>A.</th>
<th>Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comment</td>
<td>The entire project will be constructed at one time. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>B.</td>
<td>Number of Units: The number of units to be built in each submission.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>N/A.</td>
</tr>
<tr>
<td>C.</td>
<td>Schedule For Completion: A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of Green Space, for conveyance of community housing and/or provision of employee housing.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>N/A.</td>
</tr>
<tr>
<td>D.</td>
<td>Stage Planning: Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>N/A.</td>
</tr>
</tbody>
</table>

**17.10.040.06: Modifications to the Subdivision standards:**

Standards in the Subdivision Title for streets, sidewalks, alleys and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.

| Staff Comment | Sidewalks are proposed along Maple Street for the project frontage. Sidewalks on Main Street are existing. The Commission has found this standard to be met. |

Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.

<table>
<thead>
<tr>
<th>A.</th>
<th>Standards of Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>1. The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>The project has received federal funding, and construction will begin this year. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>A.2</td>
<td>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>The Hailey Fire Marshall has stated that the existing 20’ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26’ paved area to accommodate a 60-unit housing complex. This is proposed as a...</td>
</tr>
</tbody>
</table>
48’ partial street dedication. In addition, the existing fire access lane is in very poor condition and must be repaved. A second access out of the parking lot (to the east) has been added as requested.

It is preferred that the site be accessed via Maple Street as proposed, and not from the old curb cut on the curve of the Highway. However, a second access is needed to meet fire code. This connection has been added to the east.

The applicant has provided a traffic memo, attached to the February 27, 2020 Staff Report. 309 daily trips are projected. The report concludes that the intersection of Maple Street and Main Street will be at Level of Service F, primary due to delays in northbound turns. No analysis has been provided of the north/south alley adjacent to the project. The Commission found that this alley will be more heavily utilized to avoid northbound trip delays. As noted in the report, connecting the project through the Campion Ice House/Rodeo Grounds complex will likely divert some traffic through the complex to the light at Highway 75 and Airport Way. This could accelerate the need for a true road through the complex; currently the existing Campion/Rodeo Grounds parking lot will not serve through traffic efficiently.

The City Engineer notes that a traffic light at Elm Street, a road to complete the partial street dedication and a pedestrian-activated signal across Main Street at Maple Street will be needed in the future to serve this area. The Commission concurred that a pedestrian-activated signal should be required at this time; this has been made a condition of approval.

| A.3 | The PUD will not create excessive additional requirements at public cost for public facilities and services; |
| Staff Comment | Redevelopment of the entire Blaine Manor property places additional demands on area circulation. To implement the suggested vehicular/pedestrian connection to the east, the City will need to negotiate with the Blaine County School District. These conversations have been initiated. The Commission has found this standard to be met. |
| A.4 | The existing and proposed utility services are adequate for the population densities and non-residential uses proposed; |
| Staff Comment | Utility services available in the area are adequate. The Commission has found this standard to be met. |
| A.5 | The development plan incorporates the site’s significant natural features; |
| Staff Comment | The only significant natural feature on the site are the numerous significant mature trees, the majority of which are not proposed for preservation. At the February 27, 2020 public hearing, the Commission suggested that the Applicant provide an Arborist Review specific to existing trees onsite, as well as consider retaining as many of the existing trees as possible. Revised Landscape Plans were submitted (Sheets L1.0 and L1.1 of the Design Review drawings), which show several trees to be removed, protected and/or new trees to be |
planted. Many of the proposed trees to be removed are larger than six (6") inch caliper; thereby requiring an Arborist Review. A few existing, larger conifer trees will be retained and protected throughout the construction process. These were not proposed to be retained, but trees 1,2,3 and 9 in the south corner will be retained. The Arborist Review has been submitted and is on file at the Community Development Department.

The Applicant is also proposing to retain all street trees along Highway 75. Additionally, a few existing, larger conifer trees will be retained and protected throughout the construction process. Several other large trees could potentially be saved in the parking lot, which contains stalls in excess of city requirements.

At March 30 and April 6, the Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, 2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26’ down to 22’. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22’.

Revised drawings were submitted which showed trees 43 and 44 retained, and the building relocated such that 17’ exists between the trunks of 43/44 and the building. (It was noted in the hearing that these trees (43/44) have grown together and should be treated as a pair).

At the April 6 hearing, the applicant stated that they explored other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable, as noted in the testimony from the ARCH Arborist. The Arborist stated in the meeting that he feels that “buttress” roots will be impacted during construction and would result in removal of 30% of the root mass. He has concerns that the trees could be unsafe in the future. (See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department). The City Arborist testified that roots could be exposed and pruned in a professional manner if the Commission wished to retain the two trees. After deliberation on various options, the Commission opted to require replacement tree(s) instead of retaining the 43/44 trees: see Design Review conditions of approval.

The Commission found that this standard has been met.

<table>
<thead>
<tr>
<th>A.6</th>
<th>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comment</td>
<td>N/A; the project is not phased.</td>
</tr>
<tr>
<td>A.7</td>
<td>One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;</td>
</tr>
</tbody>
</table>
**Summary and Suggested Conditions**

The Council shall conduct a public hearing and review the Application, all supporting documents and plans, and recommendations of City Staff. In any public hearing on a PUD Application, the presiding officer may order the hearing to be continued for up to thirty (30) days at the same place, in which case no further published notice shall be required.

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.

2. A waiver is hereby granted to the Business Zone Maximum Multi-Family Units per Acre- Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. A waiver is hereby granted allowing for 25.5 units per acre under Chapter 17.10.040.01B.

3. The landscape plan shall promote 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. The irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

4. Thirty (30) units shall be reserved for and occupied by qualifying seniors and thirty (30) units for income qualified family households. The project shall be permitted to have three (3) market rate units and two manager units (one per building). The remaining twenty-six (26) units shall be affordable to households earning between 30-60% of the area median income.

5. Lot 3, Block 1 of the Wertheimer Park Subdivision is encumbered by a Development Agreement set forth in Instrument No. 596639, records of Blaine County, Idaho (the 2012 Development Agreement). The parties hereto agree that this Planned Unit Development Agreement shall supersede and control over any provisions in the 2012 Development Agreement.

6. Personal possessions (laundry, outdoor gear, toys, etc.) shall not be visible from balconies; however, outdoor furniture/décor is permitted.
7. Subject to approval by the Idaho Transportation Department, the applicant shall install a Rapid Response Flashing Beacon, (specifications as determined by the City of Hailey as Part Number: LGS-WRRFB-F-S1 Description: Wireless Solar Powered Rectangular Rapid Flashing Beacon with S1-1 School Crossing and W16-7p Down Arrow Signs, or as close as possible to this specification), to the northwest and northeast corners of Maple and Main Streets.

Motion Language:
Approval:

Motion to approve the Planned Unit Development (PUD) Application for ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District, subject to Conditions 1-7 in the May 11, 2020 Staff Report.

Denial:

Motion to deny the Planned Unit Development (PUD) Application for by ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District, 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 ___ (the Council should specify a date).
Return to AIS
LOT AREA: .............................................. 132,185 S.F. (3.03 ACRES)
ZONING: ..................................................... C-3 (SERVICE COMMERCIAL)
PARCEL No.: ..................................................... R14895128, R14895129
TOWNSHIP/RANGE/SECTION: .............................................. T4N, R3W/25
FRONT YARD SETBACK: .......................................... 20 FT.
STREET SIDE YARD SETBACK: ................................ 20 FT.
SIDE YARD SETBACK: .............................................. 6 FT.
REAR YARD SETBACK: ............................................ 15 FT.
MAXIMUM ALLOWED BUILDING HEIGHT: ......................... 45'
TOTAL BUILDINGS: ............................................................... 4
TOTAL UNITS: ........................................................................ 50
1 BDRM 1 BATH: .............................................................. 24 (48%)
2 BDRM 2 BATH: .............................................................. 20 (40%)
3 BDRM 2 BATH:................................................................ 6 (12%)
PROPOSED PARKING:
TOTAL ON-SITE PARKING STALLS PROVIDED: .................... 89
TOTAL ON-SITE ACCESSIBLE STALLS Req'd/Provided: ............ 8/8
TOTAL CARPORT STALLS PROVIDED: .......................................... 50
BICYCLE PARKING PROVIDED: ..................................................... 24

PROJECT SUMMARY

SITE PLAN

GENERAL NOTES

1. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
2. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
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20. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
21. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
22. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
23. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
24. All construction materials are to be used in accordance with all applicable state and local codes and regulations.
LANDSCAPE REQUIREMENTS

1. PLANT SIZE & SPACING
   - Minimum planting distance between trees shall be 10' to allow proper root development.
   - Trees and shrubs shall be spaced such that there is sufficient sunlight for growth.

2. SOILS
   - Trees shall be placed in areas where the soil has a pH of 6.0 to 8.0 and organic matter content of 2%.
   - Soil shall be amended with compost and fertilizer as needed to provide proper nutrient levels.

3. PLANT MATERIAL
   - All plant materials shall be free of disease and insects.
   - Plants shall be certified by a licensed nursery.

4. WATER PLANTS
   - Plants shall be watered regularly to ensure proper growth.
   - Irrigation systems shall be installed according to manufacturer's recommendations.

5. PLANT CARE
   - Plants shall be pruned regularly to maintain a healthy appearance.
   - Pests shall be controlled using environmentally friendly methods.

6. LANDSCAPE MAINTENANCE
   - Landscaping shall be maintained on a regular basis.
   - Maintenance shall include mowing, edging, and weeding.

7. PLANT MATERIAL
   - All plant materials shall be certified by a licensed nursery.
   - Plants shall be delivered in accordance with manufacturer's recommendations.

8. PLANT PROTECTION
   - Trees and shrubs shall be protected from damage by construction activities.
   - Trees and shrubs shall be staked and tied to prevent wind damage.

9. PLANTING
   - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
   - Trees and shrubs shall be planted in a manner that maximizes root development.

10. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.

11. PLANT MATERIAL
    - All plant materials shall be certified by a licensed nursery.
    - Plants shall be delivered in accordance with manufacturer's recommendations.

12. PLANT CARE
    - Plants shall be pruned regularly to maintain a healthy appearance.
    - Pests shall be controlled using environmentally friendly methods.

13. PLANT PROTECTION
    - Trees and shrubs shall be protected from damage by construction activities.
    - Trees and shrubs shall be staked and tied to prevent wind damage.

14. PLANTING
    - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
    - Trees and shrubs shall be planted in a manner that maximizes root development.

15. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.

16. PLANT MATERIAL
    - All plant materials shall be certified by a licensed nursery.
    - Plants shall be delivered in accordance with manufacturer's recommendations.

17. PLANT CARE
    - Plants shall be pruned regularly to maintain a healthy appearance.
    - Pests shall be controlled using environmentally friendly methods.

18. PLANT PROTECTION
    - Trees and shrubs shall be protected from damage by construction activities.
    - Trees and shrubs shall be staked and tied to prevent wind damage.

19. PLANTING
    - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
    - Trees and shrubs shall be planted in a manner that maximizes root development.

20. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.

21. PLANT MATERIAL
    - All plant materials shall be certified by a licensed nursery.
    - Plants shall be delivered in accordance with manufacturer's recommendations.

22. PLANT CARE
    - Plants shall be pruned regularly to maintain a healthy appearance.
    - Pests shall be controlled using environmentally friendly methods.

23. PLANT PROTECTION
    - Trees and shrubs shall be protected from damage by construction activities.
    - Trees and shrubs shall be staked and tied to prevent wind damage.

24. PLANTING
    - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
    - Trees and shrubs shall be planted in a manner that maximizes root development.

25. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.

26. PLANT MATERIAL
    - All plant materials shall be certified by a licensed nursery.
    - Plants shall be delivered in accordance with manufacturer's recommendations.

27. PLANT CARE
    - Plants shall be pruned regularly to maintain a healthy appearance.
    - Pests shall be controlled using environmentally friendly methods.

28. PLANT PROTECTION
    - Trees and shrubs shall be protected from damage by construction activities.
    - Trees and shrubs shall be staked and tied to prevent wind damage.

29. PLANTING
    - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
    - Trees and shrubs shall be planted in a manner that maximizes root development.

30. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.

31. PLANT MATERIAL
    - All plant materials shall be certified by a licensed nursery.
    - Plants shall be delivered in accordance with manufacturer's recommendations.

32. PLANT CARE
    - Plants shall be pruned regularly to maintain a healthy appearance.
    - Pests shall be controlled using environmentally friendly methods.

33. PLANT PROTECTION
    - Trees and shrubs shall be protected from damage by construction activities.
    - Trees and shrubs shall be staked and tied to prevent wind damage.

34. PLANTING
    - Trees and shrubs shall be planted in accordance with manufacturer's recommendations.
    - Trees and shrubs shall be planted in a manner that maximizes root development.

35. LANDSCAPE PLAN
    - Landscape plan shall be reviewed and approved by the architect.
    - Landscape plan shall be implemented according to manufacturer's recommendations.
Tree alternative considered by Hailey Planning and Zoning Commission on April 20, 2020 but not approved.
Return to AIS
March 11, 2020
Tree Assessment Report
706 South Main Street, Hailey

Alpine Tree Service has been asked by ARCH Community Housing Trust to assess the condition of the trees on a parcel of property located at 706 South Main Street in Hailey. The site was formerly occupied by a hospital and senior care facility. The site is vacant with the exception of a number of trees. The purpose of this report is to evaluate those trees subject to a redevelopment proposal by ARCH.

Generally, the trees on the property consist of a number of Colorado Spruce (*Picea pungens*) in generally good condition, a number of Quaking Aspen (*Populus tremuloides*) in very poor condition, and a number of other assorted deciduous trees. This includes a number of Bechtel Crabapples (*Malus sp.*) planted within or close to the Main Street right of way that are discussed as a unit. It also includes a number of ash and crabapple trees that were part of the landscape for the previous uses.

A plan has been generated (below) that numbers the trees on the property generally from south to north. Additionally, the surveyors have shown the location of the trees with deciduous and coniferous trees called out and the size of those trees shown. Field inspection of the trees shows that most of the trees sizes shown are accurate, but that some seem to have been inaccurately recorded. The discussion of the trees, below, shows their species and size.
The Bechtel Crabapple trees in the right of way (and pictured at right) are generally in fair condition but should not be considered a significant resource. While the trees do provide some buffer between the property and Main Street, and are attractive when they bloom, the trees were planted more than 25 years ago and have not developed as would be expected. Additionally, the canopy of the trees are too low for suitable use as street trees. Perhaps most significantly, the trees develop and drop a significant amount of fruit, which can be a hazard to pedestrians, and is, at a minimum, a nuisance.

Trees #1, #2 and #3 are all large Colorado Spruce on the southeast corner of the property (shown below). The trees are each approximately 24” DBH (diameter at breast height) and have good structure and crown development. All of the spruce trees on the property show signs of moderate insect infestation, most notably from Pine Needle Scale and Spruce Spider Mites, but none of the insect issues rise to the level where treatment is needed. The trees show good new growth and good health. The trees provide a sound screen between the south side of the property and the adjacent skate park and highway, both of which can be noise concerns. Additionally, the trees provide a good sound barrier between the property and the airport. The trees should be considered a resource and retention of the trees should be strongly considered.

Tree #4 is a dead aspen. Remove.

Tree #5 is a 15” DBH Colorado Spruce in good condition. The tree appears to be in good health and has good structure. The tree is located close to tree #6, an 11” DBH Colorado Spruce, and the two will begin to grow together and affect the shape of one another within the near future.

Tree #7 is a Cutleaf Weeping White Birch (*Betula pendula*) (right) in good condition. The tree is somewhat unusual in that it does not appear to have been aggressively attacked by Bronze Birch Borer, which has devastated white birch trees in the Valley. Nonetheless, the tree should not be considered to be of high value, and, should the owners decide to keep it, the tree could be transplanted to another location on the property.
Tree #8 is a 14” Siberian Elm (*Ulmus pumila*) that most likely is a volunteer that was allowed to grow. Siberian Elms are a tough tree that tolerate poor soil and water conditions and easily spread. They can be long lived, and, if properly cared for, can be attractive shade trees. The trees are however, considered of low value because they can become a significant nuisance. Siberian Elm trees almost continuously shed either seeds, leaves, or small branches, and seedlings can crop up by the thousands. This tree can be pruned to be attractive, but should not be considered an asset.

Tree #9 is a 30” Colorado Spruce (left)and one of the nicest trees on the property. The tree has suffered some broken limbs from snow load, but has otherwise sound structure and good health. The tree provides good boundary screening between the blank back wall of the ice house and the property, and should definitely be viewed as an asset.

Tree #10 is a large crabapple that needs care. Like many ornamental trees, structural pruning should be provided in order to assure sound structure and good appearance. This tree needs a significant amount of work to make it attractive. Without that work the tree does not substantially contribute to the property.

Trees #11, #12, and #13 are three medium sized spruce trees in close proximity to one another and generally in the center of the south end of the property. The relative crowding of the trees with one another means that they have not developed well as individuals, and are not of high value to the property.

Tree #14 is a dead spruce. Remove.

An aspen tree sits south of tree #14. Aspen trees are a short lived, disease and insect prone and soft wooded tree native to our area. While they are considered vernacular for our area, and are commonly used because they both grow quickly and are attractive during the time they are healthy, the trees are not a high value landscape tree. The aspen trees on this property were maturing and beginning to fail prior to the discontinuation of the previous uses, and have only declined in the intervening period. None of the aspen should be retained, and the use of any member of the *Populus* genus should be highly limited in any new landscape.

Tree #15 is a small Norway Maple (*Acer platanoides*) with good health but poor structure. The tree should not be considered a resource.

Trees #16 and #17 are two relatively small codominant (two stem) Green Ash (*Fraxinus pennsylvanica*) trees close to the Main Street right of way. Ash trees have recently seen serious
issues with invasive boring insects. These trees will most likely be subject to damage from those insects within the foreseeable future. Additionally, both trees have poor structure, and should not be seen as an asset.

Tree #18 (and another near tree #19) are two aspen trees that have actually grown into, or through, the chain link fence that stands in the area. Both trees should be removed.

Tree #19 is a 17” Colorado Spruce with exceptionally poor structure, form and appearance. While the draft plan appears to call for the retention of this tree, its structural issues will make it a liability for the property, and the tree should be removed.

Tree #20 is a 24” Colorado Spruce (left) with good structure and health. The tree has suffered some damage from an auto accident, but the tree is healing well and its overall condition does not appear to have been adversely affected. The tree is a resource and the plan shows that the tree is to be retained. Efforts should be made to safeguard the tree during construction. Recommendations for protection can be provided if needed.

Tree #21 is a medium sized crabapple with fair to poor form. The tree appears to be in good health, and structural pruning can remedy some of the form issues. The tree does provide some level of screening between Main Street and the property. Tree #22 is similar to tree #21, but with better overall form.

Trees #23, #24, and #25 are three large Colorado Spruce that are close to Main Street. The trees are 24”, 27” and 24” DBH respectively. They have developed close to one another and the crowded growth has led to poor canopy development for all of the trees. While the appearance of the three trees together is good, the retention of any individual tree will not be satisfactory. The trees should either be retained, or removed, as a group.

Tree #26 in an 11” Siberian Elm close to the Main Street sidewalk. While the tree is one of the larger deciduous trees adjacent to Main Street, the issues with Siberian Elm trees have already been discussed. The tree is close enough to the sidewalk to eventually cause issues with that infrastructure, but that issue may be some years away.

Trees #27, #28, and #29 are a cluster of cottonwood, aspen, and multi-stem Siberian elm that all have structural, insect, and species issues. This entire cluster, including the dead trees interspersed among these trees, should be removed.
Tree #30 is a 28” Colorado Spruce close to Main Street. The tree shows some stress in that it has both slow rates of growth and is somewhat chlorotic. This is most likely heat stress from the street, and can be addressed with adequate irrigation. Otherwise, the tree has sound structure and should be considered for retention.

Trees #31 through #39 and one additional aspen that is not numbered (NN), should all be removed, and are not assets to the property.

Tree #40 is a 28” Colorado Spruce in fair to poor condition. The tree shows poor needle and growth development and has a light branching structure and poor color. The tree is not a good specimen and should not be considered a resource.

Tree #41, on the other hand, is a 28” Colorado Spruce that is an exemplar of the species (shown at right). The tree has full crown development, robust health, and excellent structure. This tree is unquestionably a resource to the property and its retention should be strongly considered.

Just north of tree #41 is a medium sized Siberian Elm that should not be considered an asset. At minimum, the tree will eventually conflict with the adjacent spruce, and that spruce is a much higher value tree.

Tree #42, while shown as a single tree, is actually two small Box Elder (*Acer negundo*) trees in poor condition. The trees should be removed.
Tree #43, a Colorado Spruce, which, at more than 36” DBH, may be one of the largest spruce trees in Hailey. The tree has good health and fair structure. It has grown in close proximity to Tree #44, a 28” spruce, and the crowns of both trees are affected by their proximity. The two trees are shown at right. The trees are relatively close to power transmission lines on the north side of the trees, but, to date, no significant pruning appears to have taken place to clear the power lines. The trees are an issue for Maple Street, in that conifers of this size can cause ice buildup due to shade on the street. They are, however and asset to the property in terms of boundary, screening, and wind protection. Winter winds out of the north, most notably at night, are significantly slowed by conifers on the north side of residences, thereby significantly improving the microclimate, and hence energy consumption, for the property.

Trees #45 and #46 are similar in function and location to those above, though these two Colorado Spruce are not as large as the others. The same considerations apply, and these four trees should be considered a valuable asset.

In summary, a number of trees have been identified as significant resources for the property, and retention and protection of these trees should be strongly considered. Those trees are:

- Spruce trees #43, #44, #45, and #46.
- Spruce tree #41
- Spruce tree #9
- Spruce trees #1, #2, and #3
- Spruce tree #20

Protection of these trees during excavation and construction should be a priority, and guidelines for that protection can be provided.

While there are a number of other trees on the property for which retention is a consideration, a greater variety of conifers and a better selection, and placement, of deciduous trees may provide a better long term and sustainable solution for the residents of the property.

Carl Hjelm, American Society of Consulting Arborists
Alpine Tree Service
Return to AIS
Memorandum

To: Mayor Burke and Hailey City Council;
Hailey Planning and Zoning Commission

From: Hailey Tree Committee

RE: Recommendation regarding trees within the ARCH Community Housing Trust project at the Blaine Manor site at 706 South Main Street

Date: March 12, 2020

Background: ARCH Community Housing Trust, on behalf of Blaine County, has applied to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. Each building will contain 30 units for a total of 60 units. The project includes parking, outdoor gathering space, and a play area. This project will be located at 706 S Main Street (Lot 3A, Block 1, Wertheimer Park) within the Business (B) and Townsite Overlay (TO) Zoning Districts.

In general, the Hailey Tree Committee (HTC) agreed with the comments in the Tree Assessment Report from Carl Hjelm with Alpine Tree Service. The HTC agreed that the deciduous trees held no value being retained on the property. Trees numbered 1, 2, 3, 20, and 9 can be retained based on proximity to amenities shown in the plan. Planting ash trees is not permitted due to the threatening Emerald Ash Borer. These trees need replaced with a Class 2 or Class 3 trees listed on the approved Street Tree List, based on availability and appropriate quality of stock. The ash located at the perimeter of the project may be replaced with different species than those located on the interior of the project. Trees numbered 41 and 42 may be removed due to proximity to the proposed building. Street trees are to be retained and protected throughout the construction process.

A lengthy conversation took place regarding trees numbered 43, 44, 45, and 46. The HTC was interested in retaining these trees, as they are very large, tall, healthy, add value to the personality and feel of Hailey and show no reason for removal. Due to a sensitive timeline and the need for this project in the community, the applicant was unwilling to entertain a conversation of options to possibly shift the building to accommodate retaining these four conifers. These trees will not survive construction of the proposed building in its current location.

The HTC voted on this recommendation. Four committee members were in favor of the below recommendation based on the current location of the proposed building. One HTC member voted against the recommendation, believing there may be enough area to shift the location of the proposed building so that these four conifers maintain ample space.

Recommendation: Discussed at the regular meeting of the Hailey Tree Committee on March 12th, 2020, the Hailey Tree Committee makes the following recommendation:

- Retaining trees numbered 1, 2, 3, 20, and 9,
- Replacing the ash trees,
- Removing trees numbered 41 and 42,
- Although virtually impossible based on the current plan, recommend keeping trees numbered 43, 44, 45, 46, and
- Retaining street trees.
Return to AIS
Memorandum

To: Mayor Burke and Hailey City Council;

Hailey Planning and Zoning Commission

From: Hailey Tree Committee

RE: In response to the April 6, 2020 Planning and Zoning meeting, recommendation regarding trees within the ARCH Community Housing Trust project at the Blaine Manor site at 706 South Main Street

Date: April 9, 2020

Background: The recommendation the Hailey Tree Committee gave on March 12, 2020 is as follows: ARCH Community Housing Trust, on behalf of Blaine County, has applied to construct two multi-family housing buildings, one Senior Community Housing Building, and one Family Community Housing Building. Each building will contain 30 units for a total of 60 units. The project includes parking, outdoor gathering space, and a play area. This project will be located at 706 S Main Street (Lot 3A, Block 1, Wertheimer Park) within the Business (B) and Townsite Overlay (TO) Zoning Districts.

In general, the Hailey Tree Committee (HTC) agreed with the comments in the Tree Assessment Report from Carl Hjelm with Alpine Tree Service. The HTC agreed that the deciduous trees held no value being retained on the property. Trees numbered 1, 2, 3, 20, and 9 can be retained based on proximity to amenities shown in the plan. Planting ash trees is not permitted due to the threatening Emerald Ash Borer. These trees need replaced with a Class 2 or Class 3 trees listed on the approved Street Tree List, based on availability and appropriate quality of stock. The ash located at the perimeter of the project may be replaced with different species than those located on the interior of the project. Trees numbered 41 and 42 may be removed due to proximity to the proposed building. Street trees are to be retained and protected throughout the construction process.

A lengthy conversation took place regarding trees numbered 43, 44, 45, and 46. The HTC was interested in retaining these trees, as they are very large, tall, healthy, add value to the personality and feel of Hailey and show no reason for removal. Due to a sensitive timeline and the need for this project in the community, the applicant was unwilling to entertain a conversation of options to possibly shift the building to accommodate retaining these four conifers. These trees will not survive construction of the proposed building in its current location.

The HTC voted on this recommendation. Four committee members were in favor of the below recommendation based on the current location of the proposed building. One HTC member voted against the recommendation, believing there may be enough area to shift the location of the proposed building so that these four conifers maintain ample space.

The recommendation at the March 12, 2020 meeting is as follows: Discussed at the regular meeting of the Hailey Tree Committee on March 12th, 2020, the Hailey Tree Committee makes the following recommendation:

- Retaining trees numbered 1, 2, 3, 20, and 9,
- Replacing the ash trees,
- Removing trees numbered 41 and 42,
- Although virtually impossible based on the current plan, recommend keeping trees numbered 43,
Memorandum

44, 45, 46, and
• Retaining street trees.

The Hailey Tree Committee held their regular meeting on April 9, 2020. Based on the conversation at the April 6, 2020 Planning and Zoning meeting and the decision to remove trees numbered 43, 44, 45, and 46, the Tree Committee decided to have a discussion regarding the outcome of the Planning and Zoning discussion based on the ambiguity of some of the facts presented.

The four spruce trees are mature, grouped in pairs, in good health and are very established, as they have been there for many, many years. Of course, the disturbance of construction may jeopardize the health of these trees, but it is impossible to tell in the plan where, exactly, the corner of the proposed building is in relation to these trees. It is impossible to know, exactly, how much space is needed between the edge of construction and the proposed foundation. The presented plans were not clear; neither the corner of the building nor excavation needs have been identified on plans. Having the building surveyed and staked, it could also be determined whether there is truly additional space for the building to shift and allow ample room for both the building and the spruce trees to continue to thrive.

Having an arborist report from a certified arborist not involved with either the City or the applicant could give a beneficial and nonbiased report and recommendation to be considered amongst other professional findings.

**Recommendation:** At the regular meeting of the Hailey Tree Committee on April 9, 2020, the Tree Committee unanimously voted to recommend that Council re-evaluates the decision of Hailey’s Planning and Zoning’s decision to remove the four spruce trees and:

• Obtain and review the findings of a tree assessment from an additional certified arborist,
• Obtain and review an accurate survey of where the building and foundation is being proposed in relation to the location of the spruce trees, and
• Keep the four spruce trees and closely monitor them during and after construction.
Return to AIS
PLANNED UNIT DEVELOPMENT AGREEMENT

BLAINE MANOR COMMUNITY
(AFFORDABLE SENIOR AND FAMILY HOUSING)

This PLANNED UNIT DEVELOPMENT AGREEMENT (“Agreement”) is entered into this __________ day of __________, by and between the CITY OF HAILEY (“City”) and ARCH COMMUNITY HOUSING TRUST (“ARCH”) in contemplation of the following:

I. RECITALS

1. Arch Community Housing Trust, Inc., (ARCH) is an Idaho Non-Profit Corporation organized under the laws of the State of Idaho in the business of providing affordable housing to low and moderate individuals and households. ARCH is certified as a Community Housing Development Organization (CHDO) by the Idaho Housing Finance Association and is acting in that capacity as the developer of the Blaine Manor Senior Community and Blaine Manor Family Community on land to be deeded to IHFA who will in turn deed the property to ARCH, as more fully described below. ARCH and Blaine County are desirous of implementing a Planned Unit Development (PUD) on property described below for the creation of a 30-unit, income restricted senior housing community and a 30 unit income restricted family community (Project).

The property (the “Property”) subject to this Agreement is more particularly described as follows:

Lot 3, Block 1, Wertheimer Park, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded on the 17th day of April, 2012, as Instrument No. 596638, records of Blaine County, Idaho.

The Property is also described in the PUD Application and is presently zoned Business and is subject to City’s Municipal Code, including Zoning and Subdivision Regulations;

2. The City’s Planning and Zoning Commission and City Council have held the required public hearings, accompanied with proper notice, with respect to the PUD Application; and

3. City approved the ARCH’s PUD Application on March 16, 2020, and adopted Findings of Fact and Conclusions of Law on April 6, 2020;

4. In order to ensure that the housing units are constructed consistent with City’s applicable ordinances and regulations, the City, and ARCH deem it in their mutual interest to enter into an agreement with regard to the future use of the property, the manner and timing of construction, construction and landscaping of the Property and other factors affecting the general health, safety and welfare of the citizens of City and users of the Project and Property;

5. The Property shall be developed substantially in accordance with City’s Comprehensive Plan, Zoning and Subdivision Ordinances, City’s Standards and other applicable City ordinances and the terms and conditions of this Agreement;

6. City, and ARCH desire that construction of the Project and subdivision of the property proceed as approved by City’s City Council as set forth in the Findings of Fact and Conclusions of Law adopted by the City Council; and
7. The Blaine Manor Community PUD Application is consistent with the housing and other sections of City’s Comprehensive Plan.

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

II. AGREEMENT

A. Description and Location of Property. The total Property, a single lot, encompassed within the PUD Application is approximately 2.7 acres, zoned Business (“B”), and has been approved by the City for the purposes of this Agreement as a Planned Unit Development, subject to certain conditions, in accordance with the Hailey Municipal Code Chapter 17.10.

B. Subdivision, Future Use, Construction of Improvements and Amenities. The parties agree that the current single lot shall be subdivided into two (2) blocks, Block 1 consisting of the senior development parcel, and Block 2 for family housing. On the newly created Lots 1, Blocks 1 and 2, ARCH agrees to construct the deed restricted project in accordance with this Agreement, and the City’s approval of the ARCH PUD Application and the drawings and site plans submitted with the instant PUD Application.

The following improvements and amenities of the Project shall be installed and constructed by ARCH, to City specification, in a single phase:

1. A 30-unit three story apartment building to be utilized for income restricted affordable senior housing and one unit used as a manager unit,
2. A 30-unit three story apartment building to be utilized for income restricted affordable family housing.
3. 95 parking spaces constructed at grade.
4. Other landscape improvements and project amenities as shown on the plans dated February 14, 2020.

C. Zoning Ordinance Waivers. The City agrees to provide the following waivers to the City of Hailey Zoning Ordinance:

1. Section 17.10.040.02 allows for a density increase with the provision of affordable housing.

D. PUD Approval. The PUD approval is granted subject to the following conditions:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.
2. A waiver is hereby granted to the Business Zone Maximum Multi-Family Units per Acre-Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. A waiver is hereby granted allowing for 25.5 units per acre under Chapter 17.10.040.01B.
3. The landscape plan shall promote 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. The irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

4. Thirty (30) units shall be reserved for and occupied by qualifying seniors and thirty (30) units for income qualified family households. The project shall be permitted to have three (3) market rate units and two manager units (one per building). The remaining twenty-six (26) units shall be affordable to households earning between 30-60% of the area median income.

5. Lot 3, Block 1 of the Wertheimer Park Subdivision is encumbered by a Development Agreement set forth in Instrument No. 596639, records of Blaine County, Idaho (the 2012 Development Agreement). The parties hereto agree that this Planned Unit Development Agreement shall supersede and control over any provisions in the 2012 Development Agreement.

III. GENERAL REQUIREMENTS

A. Property Maintenance. ARCH shall be responsible, at its sole expense, in perpetuity, for all maintenance of the ARCH development parcel common area, including maintaining all landscaping, irrigation systems, parking and drainage systems.

B. Police Powers. Except as otherwise provided, nothing contained herein is intended to limit the police powers of City. Except as provided herein, this Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations, including, without limitation, applicable building codes, fire codes, City’s Zoning Ordinance, City’s Subdivision Ordinance, and Planned Unit Development requirements for the Property.

C. Specific Performance. 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. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation in accordance with the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

E. Relationship of Parties. It is understood that the contractual relationship between City and ARCH is such that no party is the agent, partner, or joint venture of any other party.

F. Successor and Assigns; Covenant Running With the Land. This Agreement shall inure to the benefit of City and ARCH, 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.

G. No Waiver. In the event that City, or ARCH, or its successors or 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 ARCH, or its
successors in interest, or City, to any 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.

H. **Partial Invalidity.** In the event any portion of this Agreement 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.

I. **Entire Agreement.** This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or covenants made by any party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

J. **No Third Party Beneficiaries.** This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

K. **Authority.** Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.

L. **Default.** In the event either City, or ARCH, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement.

M. **Notices.** Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

The City of Hailey  
c/o Director, Planning Department  
115 Main Street South, Suite H  
Hailey, Idaho 83333  
208/788-4221 (telephone)  
208/788-2924 (facsimile)

To ARCH:

ARCH Community Housing Trust, Inc.  
Executive Director  
P. O. Box 1272  
Ketchum, Idaho 83340  
208/726-4411 (telephone)
or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

N. **Time is of the Essence.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

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

CITY OF HAILEY, an Idaho municipal corporation

By: __________________________ 
Martha Burke, Mayor
City of Hailey

ATTEST:
By: __________________________ 
Mary Cone, Deputy City Clerk
City of Hailey

ARCH Community Housing Trust, Inc., an Idaho Non-Profit Corporation

By: __________________________ 
Michelle Griffith, Executive Director

STATE OF IDAHO )
) ss.
County of Blaine )

On this _____ day of April, 2020, before me, _____________________, a Notary Public in and for said State, personally appeared Martha Burke, Hailey Mayor, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in said name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

__________________________________
Notary Public for Idaho
Residing at __________________________

BLAINE MANOR COMMUNITY HOUSING PLANNED UNIT DEVELOPMENT AGREEMENT - 5
--165--
My commission expires ____________________

STATE OF IDAHO )
 ) ss.
County of Blaine )

On this _____ day of April, 2020, before me, _________________, a Notary Public in and for said State, personally appeared Michelle Griffith, the Executive Director of ARCH Community Housing Trust, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of the Non-Profit Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

________________________________________
Notary Public for Idaho
Residing at _____________________________
My commission expires ____________________
Return to AIS
Findings of Fact, Conclusions of Law and Decision

On March 30 and April 6, 2020 the Hailey Planning and Zoning Commission considered a Planned Unit Development Application by ARCH Community Housing Trust, represented by Galena Engineering on behalf of Blaine County, for a senior and family housing project- Blaine Manor to be located at 706 South Main Street (Lot 3, Block 1, Hailey Townsite), in the Business (B) Zoning District. The Commission, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice:
Notice for the public hearing was published in the Idaho Mountain Express on February 8, 2020; the notice was mailed to property owners within 300 feet and agencies on February 4, 2020; and notice was posted on the property on February 19, 2020. The project was continued on the record to March 16, 2020. On March 16, 2020 the project was continued on record to March 30, 2020 and continued again to April 6, 2020.

Application:
Arch Community Housing Trust, represented by Galena Engineering, on behalf of Blaine County, is proposing the Blaine Manor Community Housing, to be located at 706 S Main Street.

ARCH applied for and received PUD and Design Review approval for a 30-unit Senior Project on a portion of the site in 2018. However, they were not successful in obtaining federal funding. The project was modified to include a Family Housing component based on revised federal scoring criteria. Funding for the 60-unit project was awarded in late 2019.

The project will consist of a Senior Apartment Building, three-stories in height, thirty (30) units in total, and a Family Apartment Building, three-stories in height, thirty (30) units in total, for a total of 60 units. The project will be 72,455 square feet in size and the following are proposed:

Senior Apartment Building:
Eighteen (18) one-bedroom units
Twelve (12) two-bedroom units
Units range in size from 691 square feet to 908 square feet
Fifty (50) parking spaces
Outside Patio Area

Family Apartment Building:
Eighteen (18) two-bedroom, one-bath units
Twelve (12) three-bedroom, two-bath units
Units range in size from 914 square feet to 1,247 square feet
Forty-seven (47) parking spaces
Children’s Outdoor Play Area
A PUD is requested to allow the applicant to allow for 60 units: 54 are permitted under the Business (B) Zone District.

Subsection 17.10.050.02 of the Zoning Title provides for concurrent submission, such that a Planned Unit Development Permit Application may be submitted and reviewed concurrently with other applications affecting the same piece of property. The applicant has submitted a Subdivision and Design Review application.

At the February 27, 2020 public hearing, the Planning and Zoning Commission discussed issues and continued the item to March 16, 2020, with the following feedback to the applicant:

1. **Consider retaining as many of the existing trees as possible.** The Landscape Plan has been revised to preserve as many of the existing trees as possible. Please refer to Section 17.06.080(A.1b) for further details.

2. **Consider using ground source heat pumps for heating/cooling of the buildings.** Upon further research of ground source heat pumps, the Applicant found that the pumps are much more expensive than the high-efficiency systems proposed. Furthermore, the Applicant found that the return on investment is approximately 10 to 15 years. Currently, the Applicant does not have the budget to pursue ground source heat pumps at this time.

3. **Provide more color variation and vertical modulation with exterior materials.** Revised exterior elevations and additional accent colors have been provided and are described herein.

4. **Examine the structural integrity of the proposed carports and redesign, if necessary.** The Applicant intends to provide Structural Calculations for the proposed carports at the time of Building Permit submittal. These calculations will be reviewed for compliance of all City Standards.

5. **Provide an additional site access.** The Site Plan has been revised to include an additional site access. This access, located on the eastern property line, is proposed to be 20' in width and an ‘Exit Only’ access point. The Hailey Fire Chief has reviewed and is comfortable with the revised proposal.

6. **Provide an Arborist Review specific to existing trees onsite.** The Arborist Review is attached to the Design Review Staff Report.

7. **Consider utilizing other materials in-lieu of the vinyl fencing proposed.** The Site Plan has been revised to show that most fencing, previously proposed, has been removed. Wrought iron fencing will remain around outdoor/play areas for safety. Trash enclosures, previously designed with vinyl fencing, are located behind each building and are screened from view by a six (6') foot tall CMU fence with a metal gate.

8. **Consider providing RV parking opportunities onsite.** The Applicant does not intend to allow for RV parking onsite.

9. **Plan for a Mountain Rides Bus Stop.** A Mountain Rides Bus Stop will be integrated along Maple Street. This bus stop will include standard Mountain Rides signage and a concrete slab, 10' in length x 12' in width, to eventually accommodate a standard, or approved alternative, bus stop shelter.

10. **Consider installing a crosswalk near the project site (at Main Street and Maple Street).** The Applicant agrees that there is a need for this; however, noted that financing for the installation of the crosswalk is beyond the scope of funding for the project.
On March 30, the Commission gave the following feedback to the applicant:

1. **Mature Trees.**

   The Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, 2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26’ down to 22’. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22’. The applicant exploring other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable. As noted in the testimony from the ARCH Arborist. See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department.

2. **Pedestrian-activated crossing.**

   Staff has consulted with Public Works, and the preferred Pedestrian Activated crossing is included in the packet on file with the Community Development Department. The technical name for this crossing is Rectangular Rapid Flashing Beacon (RRFB). Public works prefers the north side of Maple Street for the location, as the bulb-outs at this location will increase visibility. The unit cost is approximately $6,000, with installation costs varying. The applicant has verbally stated that they will cover the cost of this item. This has been made a Condition of Approval.

3. **Railing ideas.**

   Staff forwarded some images from Commissioner Scanlon on possible railing ideas. See also Condition of Approval related to containment of personal items on balconies.

**Waivers requested:**

Chapter 17.10.040: Developer Benefits allows for the request of modifications or waivers of zoning and subdivision requirements. The following items are modifications and waivers requested as a part of this application:

- Business Zone Maximum Multi-Family Units per Acre- Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. The development is requesting 25.5 units per acre under Chapter 17.10.040.01B for amenities and benefits to the community other than those listed in 17.10.040.01A.

**Department Comments:**

See Design Review Staff report. Specific comments related to the PUD application concern area-wide circulation as described herein.

<table>
<thead>
<tr>
<th>Standards of Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17.10.030: General Requirements:</strong></td>
</tr>
<tr>
<td><strong>A.</strong> The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within</td>
</tr>
</tbody>
</table>
the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.

**Staff Comments**
The proposed PUD site is greater than 18,000 square feet. The Commission has found this standard to be met.

**B.**
A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.

**Staff Comments**
The parcel is in one ownership- Blaine County. The County plans to deed the property to ARCH via Idaho Housing Finance Association. The deed will contain a reversionary clause should ARCH not complete the housing development. The Commission has found this standard to be met.

**C. Area Development Plan:**

**C.1**
When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

**Staff Comments**
The entire site is proposed for PUD approval. The Commission has found this standard to be met.

**C.1.a**
Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.

**Staff Comments**
The architecture firm Ruscitto/Latham/Blanton designed both the Rodeo Grounds remodel and Campion Ice House. They are very familiar with the area and with circulation needs. The City of Hailey has entered into a new contract with RLB to study overall circulation in the area, including whole area of Main Street from Hailey Elementary to the Rodeo Grounds, Hailey Ice and Blaine Manor. This key gateway area has highway curves and congestion. With the amount of activity generated at Campion Ice, Skate Park, Visitor Center and Rodeo Grounds, the informal 20’ fire access lane that leads westerly behind Hailey Ice and through the Blaine Manor site to Maple Street has become critical. It is used on a daily basis.

It is preferred that the site be accessed via Maple Street as proposed, and not from the old curb cut on the curve of the Highway. This project and future development of the Blaine Manor site will increase traffic at the Maple Street/Highway 75 intersection.

The Hailey Fire Marshall has stated in 2018 that the existing 20’ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26’ to accommodate the previously approved 30-unit housing complex. In addition, the existing fire access lane is in very poor condition and must be repaved. The need to repave and widen the fire lane gave the City the opportunity to discuss its location and overall function within the area. RLB and City Staff recommend
that a design close to a true city street will better accommodate this project, existing surrounding uses.

Based on the revised site plan with two buildings, the proposed 48’ partial street right of way is now located on the eastern property boundary adjacent to the Hailey Elementary ball fields. Maple Street will be completed on this side of the street with sidewalk and street trees. ARCH made a request to the Hailey URA in 2018, who has agreed to fund portions of this partial street right of way.

The Fire Chief has indicated that a second egress out of the parking lot (to the east) is required. This has been shown on the revised plans. The secondary access is shown as an exit only to discourage cut-through traffic.

The applicant has provided a traffic memo, on file with the Community Development Department. 309 daily trips are projected. The report concludes that the intersection of Maple Street and Main Street will be at Level of Service F, primary due to delays in northbound turns. No analysis has been provided of the north/south alley adjacent to the project. Staff believes this alley will have increased utilization as a result of this project. As noted in the report, connecting the project through the Campion Ice House/Rodeo Grounds complex will likely divert some traffic through the complex to the light at Highway 75 and Airport Way. This could accelerate the need for a true road through the complex; currently the existing parking lot will not serve through traffic efficiently.

The Traffic memo states that the 309 daily trips are less than would be generated from commercial development of the property.

A memo from Mountain Rides was reviewed by the Commission. A bus stop has been added along Maple Street as outlined in the memo. This will service the Hailey circulator. Passengers northbound on the Valley Route will walk a block north on Main Street. Southbound travelers on the Valley Route disembark at DL Evans. The Commission found that a safe crossing of Main Street is an anticipated need in this area at Maple.

Staff has consulted with Public Works, and the preferred Pedestrian Activated crossing is included in the packet on file with the Community Development Department. The technical name for this crossing is Rectangular Rapid Flashing Beacon (RRFB). Public works prefers the north side of Maple Street for the location, as the bulb-outs at this location will increase visibility. The unit cost is approximately $6,000, with installation costs varying. The applicant has verbally stated that they will cover the cost of this item. This has been made a Condition of Approval.
<table>
<thead>
<tr>
<th>C.1.b?</th>
<th>Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comments</td>
<td>There are numerous pedestrian connections in the area due to the close proximity of Hailey Elementary School, Campion Ice House, the Skate Park and the Rodeo Grounds, and other safe routes needed to get pedestrians from Hailey Elementary to the Campion Ice House and the Skate Park. This project will significantly increase pedestrian activity in the area. See comments above regarding the need for a safer Main Street crossing. The Commission concurs with the curb, gutter, sidewalk and street trees included along the Maple Street frontage serving the 60-unit ARCH project. A connection from Hailey Elementary through to the Skate Park was planned as part of Pathways for People. Design and location have not yet been determined and will likely be part of a bigger area-wide study. The site plan contains an internal sidewalk system. The Commission found that this project creates the need for a pedestrian-activated crosswalk near the project site (at Main Street and Maple Street). The Applicant agrees with the need for a crosswalk at this location, and has agreed to fund the crosswalk fixture specified in the Conditions of Approval, or a similar fixture should this model not be available. The Commission found this standard has been met.</td>
</tr>
<tr>
<td>C.1.c</td>
<td>Water main lines and sewer main lines shall be designed in the most effective layout feasible.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>Water and Sewer lines are analyzed in the Design Review staff report. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>C.1.d</td>
<td>Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>A grading and drainage plan has been prepared. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>C.1.e</td>
<td>Park land shall be most appropriately located on the Contiguous Parcels.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The site connects to a variety of parks and open space land. The City previously hoped to secure land for a future Scooter Park in the treed area of the Blaine Manor site adjacent to the existing Skate Park where the children’s play area is shown. The City does not currently plan to expand the Scooter Park. See discussions elsewhere in these Findings and the Design Review Findings of Fact regarding trees on the site. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>C.1.f</td>
<td>Grading and drainage shall be appropriate to the Contiguous Parcels.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>C.1.g</td>
<td>Development shall avoid easements and hazardous or sensitive natural resource areas.</td>
</tr>
<tr>
<td>Staff Comments</td>
<td>N/A</td>
</tr>
<tr>
<td>C.2</td>
<td>Upon any approval of the PUD application, the Owner shall be required as a condition of approval to record the Area Development Plan or a PUD</td>
</tr>
</tbody>
</table>
### Agreement

**Staff Comments**

The Area Development Plan will be recorded, replacing the 2018 recorded plan. The Commission found that this standard has been met.

### Solar Access

**D.** Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.

**Staff Comments**

The shape of the site does not allow for many options with regards to configuration of the buildings. The Commission concurs with the buildings being located towards Main Street, with parking in the rear. The Commission has found this standard to be met.

### Access

**E.** Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.

**Staff Comments**

The Hailey Fire Marshall has stated that the existing 20’ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26’ paved area to accommodate a 60-unit housing complex. This has been shown as a partial street dedication, 48” in width. In addition, the existing fire access lane is in very poor condition and must be repaved.

The right of way is shown at 48’ to allow for snow storage. The City Engineer has recommended calling this dedication a partial road dedication and the Commission concurred. Complete dedication (60’) may be possible at some time in the future in collaboration with the School District.

At the February 27, 2020 public hearing, the Fire Chief also required, and the Commission found, that a second egress from the parking lot, which should be on the east side, gaining direct access to the partial street right of way, be constructed.

The Site Plan has been revised to include an additional site access. This access, located on the eastern property line, is proposed to be 20’ in width and an ‘Exit Only’ access point. The Hailey Fire Chief has reviewed and finds the revised proposal acceptable.

The Commission found that this standard has been met.

### Underground Utilities

**F.** Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.

**Staff Comments**

All utilities will be underground, including the existing power line on the south side of Maple Street. The Commission has found that this standard has been met.

### Public Easement

**G.** Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.

**Staff Comments**

While Blaine Manor is owned by the County, it is not “public” lands in the same...
manner as federally managed lands. The applicant proposes to dedicate a 48’ right of way to the City, which the City Engineer terms a partial street dedication. The Commission has found this standard to be met.

H. Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.

Staff Comments
There are numerous pedestrian connections in the area due to the close proximity of Hailey Elementary School, Campion Ice House, the Skate Park and the Rodeo Grounds. Additional safe routes are needed to get pedestrians from Hailey Elementary to the Campion Ice House and Skate Park. This project will significantly increase pedestrian activity in the area. See Condition of Approval regarding a new pedestrian-activated Main Street crossing.

The Commission concurs with the curb, gutter, sidewalk and street trees included along the Maple Street frontage serving the 60-unit ARCH project. A connection from Hailey Elementary through to the Skate Park was planned as part of Pathways for People. Design and location have not yet been determined and will likely be part of a bigger area-wide study. This project increases the need for thorough pedestrian study and safety in the area. The site plan contains an internal sidewalk system. The Commission has found this standard to be met.

I. Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:

I.1 Green Space. All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public.
Green space shall be set aside in accordance with the following formulas:

<table>
<thead>
<tr>
<th>For residential PUDs</th>
<th>A minimum of .05 acres per residential unit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For non-residential PUDs</td>
<td>A minimum of 15% of the gross area of the proposed PUD.</td>
</tr>
</tbody>
</table>

Staff Comment
No amenities proposed to meet this standard. The Commission has found this standard to be met.

I.2 Active Recreational Facilities: Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain
provisions requiring that such facilities be maintained in perpetuity, or replaced with another similar recreation facility.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>No amenities proposed to meet this standard. The Commission has found this standard to be met.</th>
</tr>
</thead>
</table>

### 1.3 Public Transit Facilities: Public transit facilities include a weather protected transit stop or transit station, and must be located on a designated transit route.

| Staff Comment | Mountain Rides requested that the Applicant include accommodations for a Mountain Rides’ bus stop, as follows:  
1. Integrate bus stop and infrastructure into the proposed Maple Street entrance/exit area (adjacent to the Senior Apartment Building).  
2. Placement of a Mountain Rides standard bus stop sign at the curb, without parking spaces, and to the east of the driveway.  
3. Placement of a poured concrete slab, 10’ in length x 12’ in width, adjacent to the bus stop sign. This slab may eventually accommodate a Mountain Rides standard, or approved alternative, bus stop shelter.  
4. The plans have been reconfigured to include the concrete slab, signage foundation and sleeve for future installation of a bus stop.  

The above will service the Hailey circulator, and has been incorporated into the plans.  

Passengers northbound on the Valley Route will walk a block north on Main Street. Southbound travelers on the Valley Route disembark at DL Evans. A safe crossing of Main Street is an anticipated need in this area at Maple, and has been made a Condition of Approval. The Commission has found this standard to be met. |

### 1.4 Preservation Of Vegetation: Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six inch (6”) caliper on the site.

| Staff Comment | The applicant does not propose to meet this standard. The site contains a number of significant mature trees, the majority of which are not proposed for preservation.  

At the February 27, 2020 public hearing, the Commission suggested that the Applicant provide an Arborist Review specific to existing trees onsite, as well as consider retaining as many of the existing trees as possible. Revised Landscape Plans were submitted (Sheets L1.0 and L1.1 of the Design Review drawings), which show several trees to be removed, protected and/or new trees to be planted. Many of the proposed trees to be removed are larger than six (6”) inch caliper; thereby requiring an Arborist Review. A few existing, larger conifer trees will be retained and protected throughout the construction process. These were not proposed to be retained, but trees 1,2,3 and 9 in the south corner will be |
The Arborist Review has been submitted and is on file at the Community Development Department.

The Applicant is also proposing to retain all street trees along Highway 75. Additionally, a few existing, larger conifer trees will be retained and protected throughout the construction process. Several other large trees could potentially be saved in the parking lot, which contains stalls in excess of city requirements.

At March 30 and April 6, the Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, 2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26’ down to 22’. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22’.

Revised drawings were submitted which showed trees 43 and 44 retained, and the building relocated such that 17’ exists between the trunks of 43/44 and the building. (It was noted in the hearing that these trees (43/44) have grown together and should be treated as a pair).

At the April 6 hearing, the applicant stated that they explored other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable, as noted in the testimony from the ARCH Arborist. The Arborist stated in the meeting that he feels that “buttress” roots will be impacted during construction and would result in removal of 30% of the root mass. He has concerns that the trees could be unsafe in the future. (See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department). The City Arborist testified that roots could be exposed and pruned in a professional manner if the Commission wished to retain the two trees. After deliberation on various options, the Commission opted to require replacement tree(s) instead of retaining the 43/44 trees: see Design Review conditions of approval.

The Commission found that this standard has been met.

| 1.5 | Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD. |
| Staff Comment | N/A |

| 1.6 | River Enhancement: Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway. |
| Staff Comment | N/A |
I.7 Community Housing: For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as community housing units affordable to households earning between fifty percent (50%) and one hundred twenty percent (120%) of the area median income, or the provision of at least twenty percent (20%) as community housing units affordable to households earning less than fifty percent (50%) of the area median income.

Staff Comment The applicant is proposing to develop 60 community housing units, all except 3 market rate units and 2 manager units will be affordable units. At this time, 42.8% of Hailey households are renters as compared to 30.8% state wide. Also, 53.5% of Hailey renters are considered housing burdened (paying more than 30% of income for housing) as compared to 46.6% state wide. This housing will have long term, critically important positive impact on Hailey residents. Rents for these units will be affordable to households earning between 30% and 60% of AMI. The Commission has found this standard to be met.

I.8 Real Property: Dedication or conveyance of real property or an interest in real property to the city.

Staff Comment The applicant proposes to convey a .27-acre parcel deeded to the city for a partial street dedication. The Commission has found this standard to be met.

I.9 Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas:

<table>
<thead>
<tr>
<th>Tipo de proyecto</th>
<th>Requisito</th>
</tr>
</thead>
<tbody>
<tr>
<td>For residential PUDs</td>
<td>A minimum of 100 linear feet per residential unit.</td>
</tr>
<tr>
<td>For non-residential or mixed-use PUDs</td>
<td>A minimum of 100 linear feet per 1000 square feet of gross floor area.</td>
</tr>
</tbody>
</table>

Staff Comment At this time, 240 linear feet of sidewalk are proposed on Maple Street, an additional 50 linear feet on Main Street and over 900 linear feet internally on-site. This equates to 1,190 linear feet. To meet this standard, 6,000 linear feet would be needed. The Commission has found this standard to be met.

I.10 Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.

Staff Comment The parking is all open surface parking; several carports are shown. The Commission found that this standard has been met.

I.11 Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows:

<table>
<thead>
<tr>
<th>Tipo de proyecto</th>
<th>Requisito</th>
</tr>
</thead>
<tbody>
<tr>
<td>For residential PUDs</td>
<td>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental</td>
</tr>
<tr>
<td></td>
<td>Design - Homes (LEED-H) standards for basic certification.</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>For non-residential or mixed-use PUDs</td>
</tr>
<tr>
<td></td>
<td>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td>
</tr>
</tbody>
</table>

**Staff Comment**

The applicant has not indicated they will be applying for this standard. See also Design Review conditions of approval regarding energy standards. The Commission found that this standard has been met.

<table>
<thead>
<tr>
<th></th>
<th>Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No other amenities are listed in the PUD narrative. A pedestrian-activated crosswalk at Main Street and Maple Street is a highly desirable amenity, and has been made a condition of approval The Commission has found this standard to be met.</td>
</tr>
</tbody>
</table>

**17.10.040: Developer Benefits:**

The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.

|   | No waivers are requested other than density bonus, below. |

**17.10.040.01: DENSITY BONUS:**

<table>
<thead>
<tr>
<th>A.</th>
<th>The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>N/A</td>
</tr>
<tr>
<td>A.2</td>
<td>Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>N/A</td>
</tr>
<tr>
<td>A.3</td>
<td>Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>N/A</td>
</tr>
<tr>
<td>A.4</td>
<td>Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.</td>
</tr>
<tr>
<td><strong>Staff Comment</strong></td>
<td>N/A</td>
</tr>
<tr>
<td>A.5</td>
<td>Ten percent (10%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for silver</td>
</tr>
</tbody>
</table>
certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>N/A</th>
</tr>
</thead>
</table>

A.6 Fifteen percent (15%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>N/A</th>
</tr>
</thead>
</table>

A.7 Twenty percent (20%): The nonresidential or mixed use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>N/A</th>
</tr>
</thead>
</table>

B. Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>The applicant is requesting a density bonus from 54 units to 60 units based on the fact that the project is 100% affordable housing.</th>
</tr>
</thead>
</table>

17.10.040.02: Density Transfer:

Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.

| Staff Comment | No density transfer is requested. |

17.10.040.05: Phased Development Allowed:

The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:

| A. | Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission. |
| Staff Comment | The entire project will be constructed at one time. The Commission has found this standard to be met. |

| B. | Number of Units: The number of units to be built in each submission. |
| Staff Comment | N/A. |

<p>| C. | Schedule For Completion: A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of |</p>
<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>N/A.</th>
</tr>
</thead>
</table>

**D.**

Stage Planning: Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>N/A.</th>
</tr>
</thead>
</table>

17.10.040.06: Modifications to the Subdivision standards:

Standards in the Subdivision Title for streets, sidewalks, alleys and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>Sidewalks are proposed along Maple Street for the project frontage. Sidewalks on Main Street are existing. The Commission has found this standard to be met.</th>
</tr>
</thead>
</table>

Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.

A. Standards of Evaluation

<table>
<thead>
<tr>
<th>A.1</th>
<th>1. The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>The project has received federal funding, and construction will begin this year. The Commission has found this standard to be met.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>A.2</th>
<th>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Staff Comment</th>
<th>The Hailey Fire Marshall has stated that the existing 20′ fire access lane currently located on the eastern edge of Blaine Manor must be widened to 26′ paved area to accommodate a 60-unit housing complex. This is proposed as a 48′ partial street dedication. In addition, the existing fire access lane is in very poor condition and must be repaved. A second access out of the parking lot (to the east) has been added as requested. It is preferred that the site be accessed via Maple Street as proposed, and not from the old curb cut on the curve of the Highway. However, a second access is needed to meet fire code. This connection has been added to the cast. The applicant has provided a traffic memo, attached to the February 27, 2020 Staff Report. 309 daily trips are projected. The report concludes that the intersection of Maple Street and Main Street will be at Level of Service F, primary due to delays in northbound turns. No analysis has been provided of the north/south alley adjacent to the project. The Commission found that this alley will be more heavily utilized to avoid northbound trip delays. As noted in the</th>
</tr>
</thead>
</table>

---181--
report, connecting the project through the Campion Ice House/Rodeo Grounds complex will likely divert some traffic through the complex to the light at Highway 75 and Airport Way. This could accelerate the need for a true road through the complex; currently the existing Campion/Rodeo Grounds parking lot will not serve through traffic efficiently.

The City Engineer notes that a traffic light at Elm Street, a road to complete the partial street dedication and a pedestrian-activated signal across Main Street at Maple Street will be needed in the future to serve this area. The Commission concurred that a pedestrian-activated signal should be required at this time; this has been made a condition of approval.

| A.3 | The PUD will not create excessive additional requirements at public cost for public facilities and services; |
| Staff Comment | Redevelopment of the entire Blaine Manor property places additional demands on area circulation. To implement the suggested vehicular/pedestrian connection to the east, the City will need to negotiate with the Blaine County School District. These conversations have been initiated. The Commission has found this standard to be met. |

| A.4 | The existing and proposed utility services are adequate for the population densities and non-residential uses proposed; |
| Staff Comment | Utility services available in the area are adequate. The Commission has found this standard to be met. |

| A.5 | The development plan incorporates the site’s significant natural features; |
| Staff Comment | The only significant natural feature on the site are the numerous significant mature trees, the majority of which are not proposed for preservation. At the February 27, 2020 public hearing, the Commission suggested that the Applicant provide an Arborist Review specific to existing trees onsite, as well as consider retaining as many of the existing trees as possible. Revised Landscape Plans were submitted (Sheets L1.0 and L1.1 of the Design Review drawings), which show several trees to be removed, protected and/or new trees to be planted. Many of the proposed trees to be removed are larger than six (6") inch caliper; thereby requiring an Arborist Review. A few existing, larger conifer trees will be retained and protected throughout the construction process. These were not proposed to be retained, but trees 1,2,3 and 9 in the south corner will be retained. The Arborist Review has been submitted and is on file at the Community Development Department. The Applicant is also proposing to retain all street trees along Highway 75. Additionally, a few existing, larger conifer trees will be retained and protected throughout the construction process. Several other large trees could potentially be saved in the parking lot, which contains stalls in excess of city requirements. At March 30 and April 6, the Commission discussed the mature trees on site at length, with a focus on trees 43, 44, 45 and 46 as called out in the March 11, |
2020 Tree Assessment Report prepared by Alpine Tree Service. Various items were discussed, including the narrowing of the drive aisle in the parking lot between the two buildings from a width of 26’ down to 22’. Staff has concurred with the Fire Chief that this portion of parking lot would not be used to stage fire apparatus, and therefore can be reduced to 22’.

Revised drawings were submitted which showed trees 43 and 44 retained, and the building relocated such that 17” exists between the trunks of 43/44 and the building. (It was noted in the hearing that these trees (43/44) have grown together and should be treated as a pair).

At the April 6 hearing, the applicant stated that they explored other variations to building location in order to save two trees (43 and 44) or all four trees. However, their long-term survivability is questionable, as noted in the testimony from the ARCH Arborist. The Arborist stated in the meeting that he feels that “buttress” roots will be impacted during construction and would result in removal of 30% of the root mass. He has concerns that the trees could be unsafe in the future. (See memo from the applicant’s arborist as well as the letter from the ARCH project partner on file with the Community Development Department). The City Arborist testified that roots could be exposed and pruned in a professional manner if the Commission wished to retain the two trees. After deliberation on various options, the Commission opted to require replacement tree(s) instead of retaining the 43/44 trees: see Design Review conditions of approval.

The Commission found that this standard has been met.

<table>
<thead>
<tr>
<th>A.6</th>
<th>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Comment</td>
<td>N/A; the project is not phased.</td>
</tr>
<tr>
<td>A.7</td>
<td>One or more amenities as set forth in subsection 17.10.030l of this chapter shall be provided to ensure a public benefit;</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>See section I in this report. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>A.8</td>
<td>All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>All exterior lighting will be compliant. The Commission has found this standard to be met.</td>
</tr>
<tr>
<td>A.9</td>
<td>The proposed PUD Agreement is acceptable to the applicant and the City.</td>
</tr>
<tr>
<td>Staff Comment</td>
<td>The City Attorney is amending the previously adopted PUD Agreement. The Commission has found this standard to be met.</td>
</tr>
</tbody>
</table>

Conclusions of Law and Decision
Based on the above Findings of Fact, the Commission makes the following Conclusions of Law and Decision:

1) The application meets the General Requirements of Hailey Municipal Code Title 17, Chapter 17.10, Planned Unit Developments;
2) The development benefits set forth in Section 17.10.040 are commensurate with the amenities proposed;
3) The requirements of Section 17.10 have been met, including general compliance with the Hailey Comprehensive Plan.

The project shall receive Planned Unit Development approval subject to the following conditions, and the conditions of concurrent applications (Design Review and Preliminary Plat):

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.

2. A waiver is hereby granted to the Business Zone Maximum Multi-Family Units per Acre. Per Chapter 17.05 of the City of Hailey Code, the maximum multi-family residential density (units per acre) is 20. A waiver is hereby granted allowing for 25.5 units per acre under Chapter 17.10.040.01B.

3. The landscape plan shall promote 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. The irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.

4. Thirty (30) units shall be reserved for and occupied by qualifying seniors and thirty (30) units for income qualified family households. The project shall be permitted to have three (3) market rate units and two manager units (one per building). The remaining twenty-six (26) units shall be affordable to households earning between 30-60% of the area median income.

5. Lot 3, Block 1 of the Wertheimer Park Subdivision is encumbered by a Development Agreement set forth in Instrument No. 596639, records of Blaine County, Idaho (the 2012 Development Agreement). The parties hereto agree that this Planned Unit Development Agreement shall supersede and control over any provisions in the 2012 Development Agreement.

6. Personal possessions (laundry, outdoor gear, toys, etc.) shall not be visible from balconies; however, outdoor furniture/décor is permitted.

7. Subject to approval by the Idaho Transportation Department, the applicant shall install a Rapid Response Flashing Beacon, (specifications as determined by the City of Hailey as Part Number: LGS-WRRFB-F-S1 Description: Wireless Solar Powered Rectangular Rapid Flashing Beacon with
51-1 School Crossing and W16-7p Down Arrow Signs, or as close as possible to this specification), to the northwest and northeast corners of Maple and Main Streets.

Approved this 256 day of April, 2020.

/\ / Janet Fugate

Janet Fugate, Chair

Attest:

Jessica Parker, Community Development Assistant
Return to AIS
Return to Agenda
SUBJECT: Introduction of Ord. No. 1261 Amendment to Hailey Ordinance No. 1057, the Idaho Power Electric utility franchise ordinance, to extend the term of the ordinance for 10 months.

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:

The City of Hailey’s Franchise Ordinance and Agreements with Idaho Power Company, will expire on June 30, 2020. With COVID issues having taken the forefront, city staff has not had an opportunity to negotiate elements desired by the City into the franchise ordinance. Idaho Power has agreed to a 10-month extension in order to allow those conversations to unfold.

This extension is presented here as an ordinance amendment, which must follow the process outlined in the Idaho Code 50-329, which includes these steps:

1. Introduction of Ordinance – May 11, 2020
2. Publication of proposed ordinance – May 13, 2020
3. 30 days waiting period ends June 12, 2020
4. Adoption of Ordinance following 30-day waiting period - June 16, 2020
5. Publication of Adopted Ordinance – June 24, 2020

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

The introduced ordinance tonight does not have to be adopted or read. A motion should be made to set the proposed ordinance for public hearing on June 16, 2020, following publication of the proposed ordinance.

FOLLOW-UP REMARKS:*
HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, IN ACCORDANCE WITH IDAHO CODE §§ 50-328, 50-329 AND 50-329A, AMENDING HAILEY ORDINANCE NO. 1058, WHICH GRANTS A FRANCHISE TO IDAHO POWER COMPANY, AN IDAHO CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO PROVIDE FOR A TEN-MONTH EXTENSION TO THE ELECTRIC UTILITY FRANCHISE IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council granted through Ordinance No. 1057 an electric utility franchise for Idaho Power Company to operate within the City of Hailey, which will expire on June 30, 2020; and

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to identify new elements for the electric utility franchise; and

WHEREAS, more time is needed for that effort than exists within the remaining time under the current franchise ordinance; and

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to amend Ordinance No. 1057 to extend the term of the ordinance by ten (10) months.

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

Section 1. Hailey Ordinance No. 1057 is amended by the addition of the underlined language within Section 1 as follows:

1. SECTION 1. The City of Hailey, Idaho (hereinafter called the “City”) hereby grants to IDAHO POWER COMPANY, an Idaho corporation, and to its successors and assigns (hereinafter called the “Grantee”) the nonexclusive right (subject to the rights of the City set forth in Section 15 hereof), privilege and franchise for a period of ten (10) years and ten (10) months from and after July 1, 2010, however, with the right to amend by mutual agreement in accordance with Section 16, 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 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 10 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. Hailey Ordinance No. 1057 is amended by the addition of the underlined language and the deletion of the stricken language within Section 24 as follows:

SECTION 24. This Ordinance shall be in full force and effect on July 1, 2020, and after its passage, approval and publication according to law.

Section 3. 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 4. All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

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

PASSED AND ADOPTED by the Council of the City of Hailey this 22nd day of June, 2020.

ATTEST

__________________________________
Martha Burke, Mayor
City of Hailey

Mary Cone, 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 ______________________, 2020.

IDAHO POWER COMPANY

ATTEST

By ____________________________________________

Dan Minor
Executive Vice President – Operations

____________________________________________

Secretary

(Seal)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020  DEPARTMENT:  Admin  DEPT. HEAD SIGNATURE:  ___HD___

SUBJECT:

Council consideration of whether to consider applications for large signature outdoor summer events in Hailey, including:

July 4th Fireworks
Sawtooth Rangers Days of the Old West Rodeo (July) and Professional Bull Riders Event (August)
City/Chamber Independence Day Parade
WRLT River Fest
Antique Market and Farmers Markets
Summer’s End Music Festival (August)

AUTHORITY:  □ ID Code __________  □ IAR __________  □ City Ordinance/Code ________

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The events listed all fall into the Stage 4 Rebound Idaho Plan or post-plan time frame and are all outdoor events. Each of the event promoters has expressed interest in hosting an event that manages attendance and participation protocol to insure proper physical distancing and health safety is maintained.

Questions for city council consideration:

Should the City sponsor its own events in 2020, including Fireworks and Independence Day Parade?

Should Arena events be permitted in 2020?

At what stage of the reopening plan should outdoor events that draw more than 250 people be permitted?

Farmer’s Markets are deemed essential services by the State and could conceivably begin in June.

City staff will require a plan from the event producer that shows how physical distancing and health safety will be maintained throughout the event, by both participants and spectators, with any special event application. Will the City Council want to see and approve these plans, or will administrative approval suffice?

Take public comment following staff introduction and council questions, then deliberate on each of these questions to give staff and the community guidance.

What are other jurisdictions doing?
Ketchum Arts Festival has announced the 3-day event will take place in Festival Meadows July 10-12, 2020.

Boise City Capital Market opened in Garden City on Saturday May 9, 2020. Surrounding areas are opening farmers markets on Saturday May 17, 2020. Downtown Boise is still waiting for permission from Boise’s Mayor.

Boise City Mayor’s office said that large outdoor events will be allowed in the Governor’s Stage 4.
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:

Take public comment following staff introduction and council questions, then deliberate on each of these questions to give staff and the community guidance.

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 # ____________________________
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020    DEPARTMENT: Admin    DEPT. HEAD SIGNATURE: ___HD__

SUBJECT:

Motion to approve Resolution 2020-____, authorizing a fireworks purchase agreement with Lantis Productions for a $15,000 pyrotechnic display ACTION ITEM

AUTHORITY: □ ID Code ___________    □ IAR ___________    □ City Ordinance/Code ________
(if applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council will take this matter up only if, in a previous agenda item, the determination has been made to proceed with a July 4th fireworks display. If that is the case, time is of the essence in entering into a $15,000 contract with Lantis Productions, who has produced a consistent and safe fireworks display for the City of Hailey for many consecutive years.

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 2020-____, authorizing a fireworks purchase agreement with Lantis Productions for a $15,000 pyrotechnic display ACTION ITEM

ACTION OF THE CITY COUNCIL:

Date ___________________________

City Clerk ______________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record Copies (all info.):
*Additional/Exceptional Originals to: ________________
Instrument # __________________________
RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING A PYROTECHNICS CONTRACT WITH LANTIS PRODUCTIONS
FOR PURCHASE AND DISPLAY OF $15,000 IN FIREWORKS ON JULY 4, 2020.

WHEREAS, the City of Hailey desires to enter into a CONTRACT with Lantis Production who will perform the fireworks display for the same type and volume display held last year.

WHEREAS, the City of Hailey and Lantis Production have agreed to the terms and conditions of the Fireworks Display Contract and Purchase Order, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract between Lantis Production and the City of Hailey and that the Mayor is authorized to execute the attached Contract,

Passed this 11th day of May, 2020.

City of Hailey

_________________________________________________________________
Martha Burke, Mayor

ATTEST:

_________________________________________________________________
Mary Cone, City Clerk
<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fireworks Display</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Please reference the invoice number when making your payment.

Thank you!!!!

Payment Details

- [ ] Cash
- [ ] Check
- [ ] Credit Card

Name __________________________

CC # ____________________________
Expires ______________

SubTotal $15,000.00
Shipping & Handling $0.00
State

TOTAL $15,000.00

Thank You
FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on April 2, 2020 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Hailey City of (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Fifteen Thousand Dollars and No/100 ($15,000) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract $7,500.00
2. Due ten days following the show $7,500.00
   Total: $15,000.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2020. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as
required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of $2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on April 2, 2020 at Fairfield, UT.

Lantis Productions Inc.

by: ________________________________

Kenneth L. Lantis, President

CLIENT

Executed on behalf of Hailey City, Idaho this ___ day of _________, 2020
At Hailey, ID.

by: ________________________________

Title: ________________________________
CLIENT COMMUNICATIONS DATA
Lantis Productions Inc.

Show 20125

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Hailey City

Billing Address: 115 Main Street South, Hailey, ID 83333

Show Date: July 4, 2020 Approximate Time: 10:30 PM
Length of Show: 15 Minutes

Show Location: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact 2ND Alternate

Name

617 South 3rd Ave

Address

Hailey, ID 83333

City, State, Zip

Phone Office 208-788-4221

Home

Cell 208-520-9821

Phone Office

Home

Cell

Specific Address of Display Site: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Routing to Location from Major Highway:
From I-84 take exit 173 for US 93 toward Twin Falls; Right onto US 93; continue onto ID-75/N Greenwood St; Turn right onto Fox Acres Rd. High school is on the right.

Extremely Important Nearest Airport:
: Friedman Memorial Airport

Approximate Distance: 1.2 Miles

Additional Comments. Use reverse side if needed.
Show 20125

Client Name: Hailey City

Address: 115 Main Street South, Hailey, ID 83333

Display Date: July 4, 2020  Approximate Time: 10:30 PM

Location of Display: Blaine County School District; Wood River High School; 1250 Fox Acres Road, Hailey ID 83333; Phone (208) 578-5020

Exact Names of those to be insured: City of Hailey and Blaine County School District

Name of Site Property Owner: Blaine County School District

Insurance Certificate is to be issued to: Hailey City

Title: City Administrator  Phone: 208-788-4221

Address: 115 Main Street South, Hailey, ID 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.
REQUEST FOR DIAGRAM OF FIRING AREA
Lantis Productions Inc.

Show 20125

Dear Customer: Hailey City

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 05/11/2020     DEPARTMENT: Admin     DEPT. HEAD SIGNATURE: HD

SUBJECT:
Consideration of facemask requirements, including:

Requiring all people in indoor environments outside their own homes within the City of Hailey to wear facemasks, including grocery stores, retail businesses, dine-in restaurants, etc; and

Amending the construction guidelines to allow construction workers to remove facemasks when working at a distance of 6-feet or greater, as working in facemasks in the heat is dangerous to employee’s health. ACTION ITEM

AUTHORITY: Idaho Code 50-602

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Councilmember Kaz Thea requested that the city council consider requiring face masks in all businesses. This is placed on the agenda for city council discussion.

Construction workers are experiencing adverse effects from wearing facemasks in the heat. The city council discussion of this may result in an amendment to the guidelines. The amendments proposed by CDD are elimination of #15 which requires clean clothes, and amendment to the facemask section adding the following exception: workers that are working outside may remove face shields or coverings if they are further than six (6) feet from any other persons. Masks shall be worn at interior job sites.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to be made whether to direct staff to prepare an emergency order governing business operations pertaining to facemasks.

Motion to be made on amending construction guidelines.
FOLLOW-UP REMARKS:*
COVID-19 GUIDELINES AND LIMITATIONS FOR CONSTRUCTION SITES AND TRADES OPERATING WITHIN BLAINE COUNTY, IDAHO

INTENT:
The intent of these guidelines is to ensure that best practices are used in all construction, landscaping and trade work environments to reduce and eliminate the spread of COVID-19, and to assure safe and healthful working conditions for all employees. Employees and workers are encouraged to reduce any extraneous errands, travel and community interactions to the start or the end of the work day. Wherever possible, employees should be assigned tasks that can generally be completed without the assistance of other employees.

APPLICABILITY

Effective 12:00 a.m., on ______________, 2020, the following guidelines and limitations shall apply to all commercial and residential building and construction work sites and all individuals performing work such as, but not limited to, painting, plumbing, mechanical, electrical and landscaping work. The primary contractor shall be responsible for compliance for all individuals performing work on the job site or work location.

Prior to resuming construction activity at any location, the primary contractor shall provide verbal confirmation to the City that the contractor, all sub-contractors and all individuals working on the job site have read the guidelines and agree to comply with the guidelines at all times while on the job site.

CONSTRUCTION SITE AND WORKER GUIDELINES

1. The owner/contractor shall designate a site specific COVID-19 supervisor to enforce these guidelines. The designated COVID-19 supervisor shall be present on the job site at all times while construction activities are taking place. The COVID-19 supervisor can be an on-site worker who is designated to carry this role. If there is no job site, the supervisor shall enforce the rules from the office, yard or workplace.

2. The job site shall have at least, soap and water stations and/or alcohol based hand sanitizer that contains at least 60% alcohol. Adequate supplies shall be maintained at all times. Such stations shall be placed at the primary entrances to the building or job site, and elsewhere on the site as needed. For landscape companies and trades that do not have recurring job sites, all vehicles shall contain soap and water or alcohol based hand sanitizer that contains at least 60% alcohol, one of which shall be used upon entering and exiting the vehicle.

3. Individuals on the job site shall be instructed to clean their hands upon arrival and departure from the job site and to clean their hands often, especially if hands are visibly dirty.

4. All individuals on the job site shall be provided with personal protective equipment (PPE) such as gloves, goggles, face shields, or face coverings. All individuals shall wear
such PPE, including face coverings, at all times while on the job site, with the following exception: workers that are working outside may remove face shields or coverings if they are further than six (6) feet from any other persons. Masks shall be worn at interior job sites.

5. Individuals shall maintain a distance of six (6) feet from one another at all times on the job site, including, but not limited to, while eating lunch, taking breaks, and work consultations.

6. No more than one (1) individual shall be allowed in a confined space including but not limited to a crawl space, elevator, attic or mechanical room, unless solo work in the confined space were deemed to be unsafe.

7. Equipment with an enclosed cab shall only be operated by one person during the day and the cab shall be sanitized at the end of each workday.

8. Trades shall be staggered as necessary to reduce the density of workers on site and to maintain social distancing. Each individual shall maintain a distance of six (6) feet from any another individual.

9. Deliveries shall be staggered to minimize interactions with individuals and maintain the six (6) foot separation.

10. Individuals shall not travel to or from the site by carpool unless they are carpooling with individuals who reside in the same residence or using public transportation and practicing social distancing.

11. Individuals shall not share any tools or equipment while on the job site. Table saws and large equipment shall be wiped down after each use.

12. On-site portable toilets shall be sanitized and disinfected every day by each user after use. The date when the portable toilet was last disinfected and sanitized by the portable toilet installer shall be posted outside the toilet.

13. There shall be no communal water cooler, water dispenser or microwave on site. Individuals shall bring their own personal water bottles and all food and beverages they will consume during the day. During the period when construction activity is taking place, individuals are required to remain on the site during work hours for lunch, food and beverages.

14. Each job site shall post in at least two areas visible to all individuals on the job site, on work vehicles or in the place of work, the following required hygienic practices:
   a. Wash hands often for twenty (20) seconds
   b. Cough into elbow
   c. Do not touch your face
   d. Stay at home if you are sick
e. Regularly disinfect high touch surfaces such as handrails, elevator control buttons, doorknobs, and counters

15. Individuals shall arrive for work wearing clean clothes.

16. On a daily basis, the COVID-19 supervisor shall inspect on-site workers and ensure no individual is permitted on the job site who presents any symptoms of illness such as fever, cough, runny nose, or sore throat. Any individual presenting any symptoms of illness shall be required to stay home. The individual may return to work in conformance with CDC Guidelines.

17. All individuals on the job site shall inform the COVID-19 supervisor if a family member is presenting any symptoms of illness as identified in #16. If so, the reporting individual shall remain off the job in conformance with CDC Guidelines.

18. The owner or primary contractor shall maintain a daily attendance log of all individuals entering the work site.
Return to Agenda
AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday May 19, 2020 * Hailey City Hall Meeting Room
5:30 PM

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

ACTION ITEM ................................................................................................................................................................

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

CONSENT AGENDA:
CA 000 Grant Applications and Agreements
CA 000 Motion to approve application to amend FEMA HMGTP grant scope of work for the Hailey Fire Station seismic retrofit project. The revised scope of work would eliminate the roof and windows from the scope, due to costs, and retain the bay door and fire door safety retrofits ACTION ITEM
CA 000 Motion to approve Resolution 2020-___, authorizing the Mayor to sign Grant of License Agreement and Alley Maintenance Agreement ACTION ITEM
CA 000 Motion to approve Resolution 2020-___, authorizing the Mayor to sign an Agreement with Alpine Tree Services to provide tree care for the City in an amount not to exceed $9,550 ACTION ITEM
CA 000 Motion to approve claims for expenses incurred during the month of April, 2020, and claims for expenses due by contract in May, 2020 ACTION ITEM

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS
AA 000

PUBLIC HEARING:
PH 000 Continuation of consideration of a recommendation of the Hailey Planning and Zoning Commission for a Planned Unit Development (PUD) Application by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, for development of a Two-Phased PUD totaling 145 units, with 90 units in Phase 1, to be located on 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 ACTION ITEM

PH 000 Continuation of consideration of a recommendation of the Hailey Planning and Zoning Commission for a Preliminary Plat Subdivision Application (Phase I) by Marathon Partners, LLC, represented by Ben Young Landscape Architects and Galena Engineering, where Tax Lot 6655, Section 9 & 10, T2N, R18E, Hailey, is subdivided into 90 units on 71 lots. The project is to be known as Sunbeam Subdivision and will consist of two (2) phases of development. This application is concurrent with a Planned Unit Development (P.U.D.) Application ACTION ITEM

NEW BUSINESS:
NB 000 Consideration of new contract for services with Hunger Coalition to provide water for food production in exchange for food distribution services.
OLD BUSINESS:
OB 000

STAFF REPORTS:  Staff Reports  Council Reports  Mayor’s Reports
SR 000  Draft of next Planning and Zoning Commission meeting agenda ..............................................................
SR 000  Draft of next City Council meeting agenda ................................................................................................

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number -  Next Resolution Number- 2018-01
AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Tuesday May 26, 2020 * Hailey City Hall Meeting Room

5:30 PM

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

ACTION ITEM ...................................................................................................................................................................

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

CONSENT AGENDA:
CA 000 Grant Agreements
CA 000 Canvass of May 19, 2020 ELECTION RESULTS ACTION ITEM..............................................................
CA 000 Motion to approve Resolution 2020-- , authorizing an indemnification agreement with Blaine County
School District for City’s use of school property during July 4 2019 dangerous fireworks display.
CA 000 Motion to approve Resolution 2020-- , authorizing the Mayor to sign Grant of License Agreement and Alley
Maintenance Agreement ACTION ITEM.................................................................
CA 000 Motion to approve minutes of March 23, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of March 24, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of March 26, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 6, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 9, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 10, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 13, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 17, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 22, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of April 27, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of May 4, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of May 5, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve minutes of May 11, 2020 and to suspend reading of them ACTION ITEM..................
CA 000 Motion to approve claims for expenses incurred during the month of April, 2020, and claims for expenses due by
contract in May, 2020 ACTION ITEM .........................................................................

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:

APPOINTMENTS & AWARDS
AA 000

PUBLIC HEARING:
PH 000 Consideration of a recommendation by the Hailey Planning and Zoning Commission regarding the Preliminary
Plat Subdivision Application (Phase I) by S.V. Flying Squirrels, LLC, represented by Alpine Enterprises Inc.,
for Quigley Townhomes, located at Lot 1A and Lot 2A of Quigley View Subdivision (631 East Croy Street),
where Lot 1A and Lot 2A are subdivided into eight (8) townhouse sublots, located within the Limited
Residential (LR-1) Zoning District. This project converts a condominium subdivision to a townhouse
subdivision. ACTION ITEM.................................................................
PH 000 Consideration of a recommendation by the Hailey Planning and Zoning Commission regarding the Preliminary
Plat Subdivision Application by Lena Cottages, LLC, represented by Blincoe Architecture, where Lot 9, Block
3, Old Cutters Subdivision is subdivided into seven (7) sublots. This project is located within the General
Residential (GR) Zoning District. ACTION ITEM...........................................................
NEW BUSINESS:

OLD BUSINESS:

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000 Draft of next Planning and Zoning Commission meeting agenda
SR 000 Draft of next City Council meeting agenda

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - Next Resolution Number- 2018-01
Return to Agenda